

Exhibit C



Sheppard, Mullin, Richter & Hampton LLP
Four Embarcadero Center, 17th Floor
San Francisco, California 94111-4109
415.434.9100 main
415.434.3947 fax
www.sheppardmullin.com

415.774.3208 direct
tcunningham@sheppardmullin.com

File Number: 08Z8-134298

January 26, 2015

VIA E-MAIL AND HAND DELIVERY

Hon. Vaughn R. Walker (Ret.)
Law Office - Vaughn R. Walker
Four Embarcadero Center, Suite 2200
San Francisco, CA 94111-2228
E-Mail: Jay.weil@fedarb.com

Re: *In re Cathode Ray Tube (CRT) Antitrust Litigation*, No. 07-CV-5944, MDL No. 1917
(N.D. Cal.): Defendants' Motion to Compel DAPs to Produce Settlement Agreements

Dear Judge Walker:

I write on behalf of Defendants¹ to respectfully request an order compelling Direct Action Plaintiffs ("DAPs")² to produce all settlement agreements concerning the claims that they assert in their complaints.

Defendants need these settlement agreements to determine the extent of their potential liability, set off any damages award, and test witness credibility and bias. Perhaps more importantly, without these agreements Defendants cannot accurately assess the risk of

¹ The moving Defendants are LG Electronics, Inc.; Mitsubishi Electric Corporation; Mitsubishi Electric U.S., Inc.; Mitsubishi Electric Visual Solutions America, Inc.; Panasonic Corporation; Panasonic Corporation of North America; Koninklijke Philips N.V.; Philips Electronics North America Corporation; Samsung SDI Co., Ltd.; Samsung SDI America, Inc.; Thomson SA; Thomson Consumer Electronics, Inc.; Toshiba America Information Systems, Inc. and Toshiba America Electronic Components, Inc.

² "DAPs" are ABC Appliance, Inc., d/b/a ABC Warehouse ("ABC Warehouse"); Best Buy Co., Inc., Best Buy Purchasing LLC, Best Buy Enterprise Services, Inc., Best Buy Stores, L.P., Bestbuy.com, L.L.C., and Magnolia Hi-Fi, Inc. ("Best Buy"); CompuCom Systems, Inc. ("CompuCom"); Costco Wholesale Corporation ("Costco"); Circuit City Trust ("Circuit City"); Dell Inc. and Dell Products L.P. ("Dell"); Electrograph Systems, Inc. and Electrograph Technologies Corp. ("Electrograph"); Interbond Corporation of America ("Interbond"); Kmart Corp. ("Kmart"); MARTA Cooperative of America, Inc. ("MARTA"); Office Depot, Inc. ("Office Depot"); P.C. Richard & Son Long Island Corporation ("P.C. Richard"); Sears, Roebuck & Co. ("Sears"); Sharp Electronics Corp. and Sharp Electronics Manufacturing Company of America, Inc. ("Sharp"); Target Corp. ("Target"); Schultze Agency Services, LLC on behalf of Tweeter Opco, LLC and Tweeter Newco, LLC ("Tweeter"); and Viewsonic Corporation ("Viewsonic").



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proceeding to trial. DAPs' refusal to produce them thus stands as an obstacle to settlement. Courts, including many within this district, routinely cite each of these factors in ordering production of settlement agreements. Moreover, DAPs can provide no valid reason for their refusal to produce these agreements, nor can they identify any real prejudice or burden that would result from their production.

1. Background

During the fact discovery period, Defendants served document requests on each of the DAPs at issue, seeking settlement agreements. Some DAPs³ were asked to produce "All settlement agreements between YOU and any other PERSON RELATED TO any of the claims asserted in the COMPLAINT." Exs.⁴ A to G, Request Nos. 3 or 4. The remaining DAPs⁵ were asked to produce "All Documents relating to the negotiation or interpretation of any ... contract [or] agreement ... between You and any Defendant relating to CRTs and CRT Products" Exs. H to O, Request No. 7. All DAPs objected, Exs. A to O, and refused to produce settlement agreements.

In May 2014, Defendant Toshiba America Information Systems moved to compel DAPs ABC Warehouse, MARTA and P.C. Richard to produce their settlement agreements. The Special Master referred the issue to the Court, which placed the motion on its own docket and ordered briefing. Order Withdrawing Reference to Special Master of Toshiba's Motion to Compel (MDL Dkt. No. 2566). All DAPs opposed the motion, arguing that production of settlement agreements was "inappropriate at this stage of the litigation" and that any motion to compel settlement agreements should be denied "until the time of trial." See P.C. Richard & Son Long Island Corp.'s, MARTA Cooperative of Am., Inc.'s, and ABC Appliance, Inc.'s Opp. to Toshiba Am. Info. Sys., Inc.'s Mot. to Compel Production of Settlement Agreements (MDL Dkt. No. 2627) ("Opposition"), at 1-2. The Court denied the motion, finding that it lacked jurisdiction over the dispute because there were no responsive settlement agreements to compel. Order Denying Toshiba Am. Info. Sys., Inc.'s Mot. to Compel (MDL Dkt. No. 2717). The Court acknowledged that it would likely revisit the issue, and specifically allowed that Toshiba "may refile" its motion "[s]hould Plaintiffs enter into a Settlement" *Id.* at 3.

DAPs have since entered into several settlements, prompting Defendants to renew the request for production. Ex. P. DAPs have declined to produce any agreements. The parties met and conferred, but failed to reach any agreement. Cunningham Decl. ¶ 19. Defendants proposed a compromise, whereby DAPs would provide written information about the settlements – including parties, amounts, and whether the agreement contained a cooperation provision – without producing the agreements themselves. Ex. Q. DAPs did not respond.

³ ABC Warehouse, Costco, Dell, Electrograph, MARTA, Office Depot, P.C. Richard, Sharp and Tweeter.

⁴ All references to "Ex." are exhibits to the Declaration of Tyler M. Cunningham ("Cunningham Decl."), submitted concurrently.

⁵ Best Buy, CompuCom, Circuit City, Interbond, Kmart, Sears, Target and Viewsonic.



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2. Argument

a. Relevant standard for granting a motion to compel discovery.

A party has a right to discover “any nonprivileged matter that is relevant to any party’s claim or defense” Fed. R. Civ. P. 26(b)(1). In addition, “for good cause the court may order discovery of any matter relevant to the subject matter involved in the action.” *Id.* The Ninth Circuit “favors broad discovery” because “wide access to relevant facts serves the integrity and fairness of the judicial process by promoting the search for truth.” *Vondersaar v. Starbucks Corp.*, 2013 WL 1915746, at *3-4 (N.D. Cal. May 8, 2013) (internal quotations omitted). “The party opposing discovery bears the burden of resisting disclosure.” *Ujhelyi v. Vilsack*, 2014 U.S. Dist. LEXIS 142087, at *10 (N.D. Cal. Oct. 6, 2014).

b. DAPs’ settlement agreements are relevant to DAPs’ claimed damages, Defendants’ setoff defense, and witness credibility.

DAPs’ settlement agreements are relevant, *inter alia*, to DAPs’ claimed damages and Defendants’ defenses related to duplicative recovery and setoff. Where, as here, settlement amounts must be deducted from any award, courts have found the agreements themselves to be relevant and discoverable. See, e.g., *Davis v. Prison Health Serv.*, 2011 WL 3353874, at *10 (N.D. Cal. Aug. 3, 2011) (granting motion to compel settlement agreement, finding it relevant to setoff); *Del Monte Fresh Produce B.V. v. ACE Am. Ins. Co.*, 2002 WL 34702176, at *3-4 (S.D. Fla. Sept. 4, 2002) (recommending that the court compel production of settlement agreements because such agreements were relevant to defendant’s “double recovery” defense); *Bennett v. La Pere*, 112 F.R.D. 136, 138 (D.R.I. 1986) (granting motion to compel, finding settlement agreement relevant to setoff defense of alleged joint tortfeasor); see also *Atmel Corp. v. Authentec Inc.*, 2008 WL 276393, at *1-2 (N.D. Cal. Jan. 31, 2008) (ordering production of settlement agreements because they are relevant to damages).

To the extent that these settlement agreements contain cooperation provisions, they are also relevant to show potential witness bias. This is another factor frequently cited in ordering discovery of settlement agreements. See, e.g., *Davis*, 2011 WL 335874 at * 10; *Bennett*, 112 F.R.D. at 139. Indeed, the Federal Rules of Evidence expressly state that settlement agreements may be admissible to prove bias. Fed. R. Evid. 408(b).

In their opposition to Toshiba’s earlier motion, DAPs acknowledged that settlements could be relevant to both offset and witness bias. See Opposition, at 2-3.

c. Production of settlement agreements would promote further settlement, providing good cause for their disclosure.

Production of settlement agreements would also facilitate further settlement by enabling Defendants to evaluate DAPs’ claims, calculate potential damages, and assess the risk of proceeding to trial. Without pretrial production, only DAPs could accurately make these calculations, giving them an “(unfair) tactical advantage” and leaving Defendants “needlessly blindfolded.” *Bennett*, 112 F.R.D. at 140-141. This uneven playing field hinders settlement.



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Pretrial production of settlement agreements therefore furthers the fundamental goal of discovery, “to remove surprise from trial preparation so the parties can obtain evidence necessary to evaluate and resolve their dispute[s].” *Moon v. SCP Pool Corp.*, 232 F.R.D. 633, 636 (C.D. Cal. 2005); see also Fed. R. Civ. P. 1 (Federal Rules “should be construed and administered to secure the just, speedy, and inexpensive determination of every action”).

This judicial interest in fairness and promoting settlement provides good cause to order pretrial discovery of settlement agreements. Fed. R. Civ. P. 26(b)(1). In the LCD litigation, for example, Special Master Martin Quinn ordered Best Buy to produce settlement agreements, finding good cause to do so because the “fairness and the desirability of promoting settlements will be enhanced if non-settling defendants are able to calculate the amount of offsets and, hence, their potential liability” Special Master’s Order re Hannstar Display Corporation’s Motion to Compel Best Buy to Respond Further to Document Request No. 45, *In re: TFT-LCD (Flat Panel) Antitrust Litig.*, No. M 07-1827 SI (N.D. Cal. Feb. 15, 2012) (Ex. R), at 4. The Special Master reasoned that this advantage outweighed any disadvantage to Best Buy in future settlement negotiations, and that Best Buy’s reliance on confidentiality provisions of the agreements was not controlling. *Id.* Judge Illston affirmed, also finding good cause to produce the settlement agreements and no prejudice to Best Buy in their disclosure. Order Overruling Best Buy’s Objection to Special Master’s Order Granting Hannstar Display Corp.’s Motion to Compel, *In re: TFT-LCD (Flat Panel) Antitrust Litig.*, No. M 07-1827 SI (N.D. Cal. April 4, 2012) (Ex. S).

The LCD Special Master consistently applied this rationale to order other plaintiffs to produce settlement agreements. See, e.g., Special Master’s Order Re Motions of LG Display and Sharp to Compel Various Plaintiffs to Produce Settlement Agreements, *In re: TFT-LCD (Flat Panel) Antitrust Litig.*, No. M 07-1827 SI (N.D. Cal. Sept. 28, 2012) (Ex. T); Special Master’s Order Re Defendants’ Motion to Compel Costco to Produce Settlement Agreement, *In re: TFT-LCD (Flat Panel) Antitrust Litig.*, No. M 07-1827 SI (N.D. Cal. Feb. 13, 2013) (Ex. U).

Other courts have also found that disclosure of settlement materials facilitates further settlement, and have compelled production as a result. See, e.g., *Phoenix Solutions, Inc. v. Wells Fargo Bank*, 254 F.R.D. 568, 582 (N.D. Cal. 2008) (ordering plaintiff to produce communications regarding settlement negotiations with third parties where production “could help [defendant] ascertain the extent of its liability [and] formulate an appropriate litigation strategy.”); *Bennett*, 112 F.R.D. at 140 (“the fundamental fairness of assuring that the plaintiffs and the remaining defendant will approach the bargaining table armed with the same knowledge of the earlier (completed) settlement surely tips the scales” in favor of discovery of settlement agreements).

Like DAPs here, plaintiffs in each of these cases argued that production of settlement agreements would somehow discourage future settlement. In each case, the court rejected the argument. The *Bennett* court found the argument “wrongheaded,” given that the alternative to settlement would be a full-blown, public trial. *Id.* “Moreover, to the extent that some conceivable disincentive to settlement could be conjured up from the availability of disclosure, that drawback is substantially outweighed by the assistance which full divulgence of the terms of relevant settlements among the parties will likely afford in the negotiation process.” *Id.*; see also



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Ex. S, at 2 ("Nor does the Court agree with Best Buy's representations that disclosure will inhibit settlement across this MDL."); *Phoenix Solutions*, 254 F.R.D. at 585.

d. **DAPs provide no valid reason for their refusal to comply with Defendants' requests.**

Some DAPs objected to disclosure based on Rule 408 of the Federal Rules of Evidence, but that rule governs *admissibility* of settlement agreements, not their *disclosure*. Indeed, by providing that settlement agreements are admissible for some purposes, the rule presupposes that they are discoverable in some circumstances. Fed. R. Evid. 408(b). Accordingly, several courts within this district have held that Rule 408 presents no bar to discovery of settlement agreements. See, e.g., *Vondersaar*, 2013 WL 1915746, at *3 (Rule 408 does not bar discovery of settlement agreements); *Phoenix Solutions*, 254 F.R.D. at 584 ("Rule 408 does not warrant protecting settlement negotiations from discovery."); *Matsushita Elec. Indus. Co. v. Mediatek, Inc.*, 2007 WL 963975, at *3 (N.D. Cal. March 30, 2007) ("The inescapable conclusion is that a privilege against disclosure cannot be found in Rule 408.").

DAPs have also expressed concern about confidential material in these settlement agreements. But any such concerns are resolved by the Stipulated Protective Order, which limits the extent to which parties may disclose confidential information. Confidentiality concerns provide no reason to resist production. See *Davis*, 2011 WL 3353874, at *10 ("The fact that the parties themselves agreed to hold the settlement confidential does not override the remaining defendants' interests in obtaining relevant evidence."); *Bennett*, 112 F.R.D. at 140 (confidentiality concerns "cannot be allowed to bar the nonsettling defendant's right to inquire into the settlement").

Finally, DAPs have indicated that they intend to argue that Defendants waived their right to compel settlement agreements by waiting until after the discovery cut-off. But Toshiba first moved to compel settlement agreements **before** the cut-off. DAPs argued then that the motion was premature. See Opposition, at 1 (production of settlement agreements "would be inappropriate **at this stage of the litigation**") (emphasis added); *id.* at 2 (motion to compel settlement agreements is "appropriately denied ... until the time of trial."). Having argued that a pre-cutoff motion was premature, DAPs cannot now complain that Defendants' post-cutoff motion is too late.

Moreover, the Special Master may enforce discovery requests calling for a response after the cut-off if good cause exists to do so. N.D. Cal. Civ. L.R. 37-3; see *also* Fed. R. Civ. P. 16(b)(4) (court may modify scheduling order for good cause). Such good cause exists here. Otherwise, if DAPs' argument is credited, all settlement agreements reached after the cut-off would be shielded from discovery. Defendants could not have compelled their disclosure before the cut-off, because they did not yet exist and such a motion would not be ripe. See MDL Dkt. 2717. And, according to DAPs, Defendants cannot move to compel them after the cut-off because such a motion is untimely. Yet these documents are plainly relevant, necessary to prove offset, and would greatly assist the parties in resolving their claims. Moreover, their production would entail no burden for DAPs, and would cause them to suffer no prejudice. Under these circumstances, good cause exists to compel production.



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For the reasons set forth above, Defendants respectfully request that the Special Master grant this motion to compel DAPs to produce their settlement agreements.

Respectfully submitted,

/s/ Tyler M. Cunningham

Tyler M. Cunningham
for SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

SMRH:436022346.2

cc: Debra Bernstein (via email only)
Matthew Kent (via email only)
Emilio Varanini (via email only)
Philip Iovieno (via email only)
Guido Saveri (via email only)
Mario Alioto (via email only)
Defense counsel (via email only)

Enclosures

1 SHEPPARD MULLIN RICHTER & HAMPTON LLP
A Limited Liability Partnership
2 Including Professional Corporations
GARY L. HALLING, Cal. Bar No. 66087
3 JAMES L. MCGINNIS, Cal. Bar No. 95788
MICHAEL W. SCARBOROUGH, Cal. Bar No. 203524
4 TYLER M. CUNNINGHAM, Cal. Bar No. 243694
Four Embarcadero Center, 17th Floor
5 San Francisco, California 94111-4106
Telephone: 415-434-9100
6 Facsimile: 415-434-3947
E-mail: ghalling@sheppardmullin.com
7 jmcginnis@sheppardmullin.com
mscarborough@sheppardmullin.com
8 tcunningham@sheppardmullin.com

9 Attorneys for Defendants
SAMSUNG SDI CO., LTD.,
10 SAMSUNG SDI AMERICA, INC.,
SAMSUNG SDI (MALAYSIA) SDN. BHD.,
11 SAMSUNG SDI MEXICO S.A. DE C.V.,
SAMSUNG SDI BRASIL LTDA.,
12 SHENZHEN SAMSUNG SDI CO., LTD. and
TIANJIN SAMSUNG SDI CO., LTD.
13

14 UNITED STATES DISTRICT COURT
15 NORTHERN DISTRICT OF CALIFORNIA
16 SAN FRANCISCO DIVISION

17 IN RE: CATHODE RAY TUBE (CRT)
18 ANTITRUST LITIGATION

Case No. 07-5944 SC

MDL No. 1917

19 This Document Relates to:

20 *Alfred H. Siegel, as Trustee of the Circuit City*
21 *Stores, Inc. Liquidating Trust v. Hitachi, Ltd.,*
et al., No. 11-cv-05502;

22 *Best Buy Co., Inc. v. Hitachi, Ltd., et al.*,
23 No. 11-cv-05513

24 *CompuCom Systems, Inc. v. Hitachi, Ltd., et*
25 *al.*, No. 11-cv-06396;

26 *Costco Wholesale Corporation v. Hitachi,*
Ltd., et al., No. 11-cv-06397;

27 *Dell Inc. and Dell Products L.P., v. Hitachi,*
28 *Ltd., et al.*, No. 13-cv-02171;

**DECLARATION OF TYLER M.
CUNNINGHAM IN SUPPORT OF
DEFENDANTS' MOTION TO COMPEL
SETTLEMENT AGREEMENTS**

1 *Electrograph Systems, Inc. and Electrograph*
2 *Technologies Corp., v. Hitachi, Ltd., et al.*, No.
11-cv-01656;

3 *Interbond Corporation of America v. Hitachi,*
4 *Ltd., et al.*, No. 11-cv-06275;

5 *Office Depot, Inc. v. Hitachi Ltd., et al.*, No.
11-cv-06276;

6 *P.C. Richard & Son Long Island Corp., Marta*
7 *Coooperative of Am., Inc., ABC Appliance,*
Inc. v. Hitachi, Ltd., et al., No. 12-cv-02648;

8 *Schultze Agency Services, LLC, on behalf of*
9 *Tweeter Opco, LLC and Tweeter Newco, LLC*
v. Hitachi, Ltd., et al., No. 12-cv-02649;

10 *Sears, Roebuck and Co. and Kmart Corp. v.*
11 *Chunghwa Picture Tubes, Ltd., et al.*, No. 11-
cv-05514;

12 *Sharp Elecs. Corp. v. Hitachi, Ltd., et al.*,
No. 13-cv-00157;

13 *Sharp Elecs. Corp. v. Koninklijke Philips*
14 *Elecs., N.V., et al.*, No. 13-cv-02776;

15 *Target Corp. v. Chunghwa Picture Tubes,*
16 *Ltd., et al.*, No. 11-cv-05514;

17 *ViewSonic Corp. v. Chunghwa Picture Tubes,*
18 *Ltd., et al.*, No. 14-02510.

1 I, Tyler M. Cunningham, declare as follows:

2 1. I am an associate at the law firm of Sheppard Mullin Richter & Hampton LLP,
3 counsel of record for Defendants Samsung SDI America, Inc.; Samsung SDI Co., Ltd.; Samsung
4 SDI (Malaysia) SDN. Bhd.; Samsung SDI Mexico S.A. De C.V.; Samsung SDI Brasil Ltda.;
5 Shenzhen Samsung SDI Co., Ltd.; and Tianjin Samsung SDI Co., Ltd. (collectively, "SDI"). I
6 submit this declaration in support of Defendants' motion to compel Direct Action Plaintiffs
7 ("DAPs") to produce settlement agreements. I have personal knowledge of the facts herein set
8 forth and, if called as a witness, I could and would competently testify thereto.

9 2. In light of the large number of discovery requests at issue, I have attached the
10 relevant excerpts of discovery materials in an effort to avoid inundating the Special Master with
11 unnecessary material. SDI will, upon request, provide full copies of any exhibit attached hereto or
12 otherwise required by the Special Master.

13 3. Attached hereto as Exhibit A is a true and correct copy of excerpts from Defendants
14 Toshiba America Information Systems, Inc. and Philips Electronics North America Corporation's
15 First Set of Requests for Production of Documents to Plaintiffs P.C. Richard & Son Long Island
16 Corporation, Marta Cooperative of America, Inc., and ABC Appliance, Inc. d/b/a ABC
17 Warehouse, and excerpts from the responses thereto.

18 4. Attached hereto as Exhibit B is a true and correct copy of excerpts from Hitachi
19 America, Ltd. and Samsung SDI Co., Ltd.'s First Set of Requests for Production of Documents to
20 Costco Wholesale Corporation, and excerpts from the responses thereto.

21 5. Attached hereto as Exhibit C is a true and correct copy of excerpts from Samsung
22 SDI America, Inc. and LG Electronics USA, Inc.'s First Set of Requests for Production of
23 Documents to Dell Plaintiffs, and excerpts from the responses thereto (designated "Highly
24 Confidential" by the Dell Plaintiffs).

25 6. Attached hereto as Exhibit D is a true and correct copy of excerpts from Hitachi
26 America, Ltd. and Samsung SDI Co., Ltd.'s First Set of Requests for Production of Documents to
27 Plaintiffs Electrograph Systems, Inc. and Electrograph Technologies Corp., and excerpts from the
28 responses thereto.

1 7. Attached hereto as Exhibit E is a true and correct copy of excerpts from
2 Koninklijke Philips N.V.'s and Toshiba America Electronic Components, Inc.'s First Set of
3 Requests for Production of Documents to Plaintiff Office Depot, Inc., and excerpts from the
4 responses thereto.

5 8. Attached hereto as Exhibit F is a true and correct copy of excerpts from Samsung
6 SDI America, Inc.'s First Set of Requests for Production of Documents to Sharp Plaintiffs, and
7 excerpts from the responses thereto.

8 9. Attached hereto as Exhibit G is a true and correct copy of excerpts from Hitachi
9 America, Ltd. and Samsung SDI Co., Ltd.'s First Set of Requests for Production of Documents to
10 The Schultze Agency Services, LLC on behalf of Tweeter Opco, LLC and Tweeter Newco, LLC,
11 and excerpts from the responses thereto.

12 10. Attached hereto as Exhibit H is a true and correct copy of excerpts from Defendants
13 Panasonic Corporation's and LG Electronics, Inc.'s First Set of Requests for Production of
14 Documents to Best Buy Plaintiffs and excerpts from the responses thereto.

15 11. Attached hereto as Exhibit I is a true and correct copy of excerpts from Defendants
16 LG Electronics, Inc. and Panasonic Corporation of North America's First Set of Requests for
17 Production to Plaintiff Circuit City Trust, and excerpts from the responses thereto.

18 12. Attached hereto as Exhibit J is a true and correct copy of excerpts from Defendants
19 LG Electronics, Inc. and Panasonic Corporation of North America's First Set of Requests for
20 Production to Plaintiff CompuCom Systems, Inc., and excerpts from the responses thereto.

21 13. Attached hereto as Exhibit K is a true and correct copy of excerpts from Samsung
22 SDI Co., Ltd. and Hitachi Asia, Ltd.'s First Set of Requests for Production of Documents to
23 Interbond Corporation of America, and excerpts from the responses thereto.

24 14. Attached hereto as Exhibit L is a true and correct copy of excerpts from Tatung
25 Company of America, Inc. and Samsung Electronics Co., Ltd.'s First Set of Requests for
26 Production of Documents to Plaintiff Kmart Corp., and excerpts from the responses thereto.

27 15. Attached hereto as Exhibit M is a true and correct copy of excerpts from Tatung
28 Company of America, Inc. and Samsung Electronics Co., Ltd.'s First Set of Requests for

1 Production of Documents to Plaintiff Sears, Roebuck and Co., and excerpts from the responses
2 thereto.

3 16. Attached hereto as Exhibit N is a true and correct copy of excerpts from Tatung
4 Company of America, Inc. and Samsung Electronics Co., Ltd.'s First Set of Requests for
5 Production of Documents to Plaintiff Target Corp., and excerpts from the responses thereto.

6 17. Attached hereto as Exhibit O is a true and correct copy of excerpts from Mitsubishi
7 Electric Corporation, Mitsubishi Electric U.S., Inc., and Mitsubishi Electric Visual Solutions
8 America, Inc.'s First Set of Requests for Production To Viewsonic Corporation, and excerpts from
9 the responses thereto.

10 18. Attached hereto as Exhibit P is a true and correct copy of an email I sent on January
11 9, 2015 to Philip Iovieno and Kyle Smith, liaison counsel for DAPs.

12 19. On January 16, 2015 I received a voicemail from Mr. Iovieno stating that the
13 universal position among DAPs is that Defendants are not entitled to production of settlement
14 agreements. On January 20, 2015 I met and conferred with Mr. Iovieno telephonically concerning
15 Defendants' request, but failed to reach any agreement.

16 20. Attached hereto as Exhibit Q is a true and correct copy of an email I sent on
17 January 20, 2015 to Messrs. Iovieno and Smith.

18 21. Attached hereto as Exhibit R is a true and correct copy of the Special Master's
19 Order re Hannstar Display Corporation's Motion to Compel Best Buy to Respond Further to
20 Document Request No. 45, *In re: TFT-LCD (Flat Panel) Antitrust Litig.*, No. M 07-1827 SI (N.D.
21 Cal. Feb. 15, 2012).

22 22. Attached hereto as Exhibit S is a true and correct copy of Order Overruling Best
23 Buy's Objection to Special Master's Order Granting Hannstar Display Corp.'s Motion to Compel,
24 *In re: TFT-LCD (Flat Panel) Antitrust Litig.*, No. M 07-1827 SI (N.D. Cal. April 4, 2012).

25 23. Attached hereto as Exhibit T is a true and correct copy of the Special Master's
26 Order Re Motions of LG Display and Sharp to Compel Various Plaintiffs to Produce Settlement
27 Agreements, *In re: TFT-LCD (Flat Panel) Antitrust Litig.*, No. M 07-1827 SI (N.D. Cal. Sept. 28,
28 2012).

I declare under penalty of perjury under the laws of the United States of America
that the foregoing is true and correct.

/s/ Tyler M. Cunningham
Tyler M. Cunningham

EXHIBIT A

White & Case LLP
701 Thirteenth Street, NW
Washington, DC 20005

1 Christopher M. Curran (*pro hac vice*)

2 ccurran@whitecase.com

3 Lucius B. Lau (*pro hac vice*)

4 alau@whitecase.com

5 Dana E. Foster (*pro hac vice*)

6 defoster@whitecase.com

7 White & Case LLP

8 701 Thirteenth Street, N.W.

9 Washington, DC 20005

10 Telephone: (202) 626-3600

11 Facsimile: (202) 639-9355

12 *Counsel to Defendant Toshiba America Information Systems, Inc.*

13 [Additional Defendant and counsel listed on the signature page]

14 UNITED STATES DISTRICT COURT
15 NORTHERN DISTRICT OF CALIFORNIA
16 (SAN FRANCISCO DIVISION)

17 IN RE: CATHODE RAY TUBE (CRT)
18 ANTITRUST LITIGATION

Case No. 07-5944 SC
MDL No. 1917

19 This Document Relates to:

20 P.C. RICHARD ACTION
21 12-cv-02648-SC

22 **DEFENDANTS TOSHIBA AMERICA**
23 **INFORMATION SYSTEMS, INC.**
24 **AND PHILIPS ELECTRONICS**
25 **NORTH AMERICA**
26 **CORPORATION'S FIRST SET OF**
27 **REQUESTS FOR PRODUCTION OF**
28 **DOCUMENTS TO PLAINTIFFS P.C.**
RICHARD & SON LONG ISLAND
CORPORATION, MARTA
COOPERATIVE OF AMERICA,
INC., AND ABC APPLIANCE, INC.
D/B/A ABC WAREHOUSE

DEFENDANTS TOSHIBA AMERICA INFORMATION
SYSTEMS, INC. AND PHILIPS ELECTRONICS NORTH
AMERICA CORPORATION'S FIRST SET OF REQUESTS FOR PRODUCTION
OF DOCUMENTS TO PLAINTIFFS P.C. RICHARD & SON LONG ISLAND CORPORATION,
MARTA COOPERATIVE OF AMERICA, INC., AND ABC APPLIANCE, INC. D/B/A ABC WAREHOUSE

Case No. 07-5944 SC
MDL No. 1917

1 Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Defendants
2 Toshiba America Information Systems, Inc. and Philips Electronics North America
3 Corporation hereby request that Plaintiffs P.C. Richard & Son Long Island Corporation,
4 MARTA Cooperative of America, Inc., and ABC Appliance, Inc. d/b/a ABC Warehouse
5 (collectively, "Plaintiffs") produce for inspection and copying each of the DOCUMENTS and
6 other things described below at the offices of White & Case LLP, 701 Thirteenth Street N.W.,
7 Washington, DC 20005, within thirty (30) days after the date of the service hereof.

8 **DEFINITIONS**

9 1. "YOU" and "YOUR" mean the Plaintiffs responding to these requests, as well
10 as any employees, agents, attorneys, representatives, or other PERSONS acting or purporting
11 to act on behalf of the responding Plaintiff.

12 2. "COMPLAINT" means the First Amended Complaint filed by the Plaintiffs in
13 the United States District Court for the Northern District of California, Case No. 12-cv-02648-
14 SC, MDL No. 1917, on or about October 3, 2013.

15 3. "PERSON" means any individual or group of individuals, corporation
16 partnership, association, governmental entity, department, commission, bureau or other kind
17 of legal or business entity.

18 4. "RELATED TO" means concerning, referring to, alluding to, responding to,
19 connected with, commenting on, in respect of, about, regarding, explaining, supporting,
20 discussing, showing, describing, reflecting, analyzing, constituting, or setting forth, or having
21 any logical or factual connection whatsoever with the subject matter in question.

22 5. "And" and "or" shall be construed in the conjunctive or disjunctive, whichever
23 makes the requests more inclusive.

24 6. All nouns in the singular or plural shall be construed in the singular or plural,
25 whichever makes the requests more inclusive.

26
27
28
DEFENDANTS TOSHIBA AMERICA INFORMATION
SYSTEMS, INC. AND PHILIPS ELECTRONICS NORTH
AMERICA CORPORATION'S FIRST SET OF REQUESTS FOR PRODUCTION
OF DOCUMENTS TO PLAINTIFFS P.C. RICHARD & SON LONG ISLAND CORPORATION,
MARTA COOPERATIVE OF AMERICA, INC., AND ABC APPLIANCE, INC. D/B/A ABC WAREHOUSE
Case No. 07-5944 SC
MDL No. 1917

1 7. The use of the past tense of any verb shall include the present tense and vice
2 versa.

3 8. “Any” shall be construed to include “all” and vice versa.

4 **INSTRUCTIONS**

5 1. YOU are required to produce all DOCUMENTS in the manner, form and
6 position in which they are kept in the ordinary course of business, as required by the Federal
7 Rules of Civil Procedure, including, where applicable, any index tabs, file dividers,
8 designations or other information as to the location of the DOCUMENTS.

9 2. If YOU cannot respond to a request for production fully, after a diligent
10 attempt to obtain the requested information, YOU must answer the request to the extent
11 possible, specify the portion of the request YOU are unable to answer, and provide whatever
12 information YOU have regarding the answered portion.

13 3. In the event that any requested DOCUMENT has been destroyed, lost,
14 discarded or is otherwise no longer in YOUR possession, custody, or CONTROL, YOU shall
15 IDENTIFY the DOCUMENT as completely as possible and specify the date, manner and
16 reason the DOCUMENT was disposed, the PERSON who authorized the disposal, and the
17 PERSON who disposed of the DOCUMENT.

18 4. In the event any information is withheld on a claim of attorney-client privilege,
19 work-product doctrine, or any other applicable privilege, YOU shall provide a privilege log
20 that includes at least the following information: the nature of the information contained in the
21 withheld DOCUMENT, the DOCUMENT date, source, and subject matter, the author(s) and
22 recipient(s), such as would enable the privilege claim to be adjudicated, and any authority that
23 YOU assert supports any claim of privilege.

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27 DEFENDANTS TOSHIBA AMERICA INFORMATION
28 SYSTEMS, INC. AND PHILIPS ELECTRONICS NORTH
 AMERICA CORPORATION’S FIRST SET OF REQUESTS FOR PRODUCTION
 OF DOCUMENTS TO PLAINTIFFS P.C. RICHARD & SON LONG ISLAND CORPORATION,
 MARTA COOPERATIVE OF AMERICA, INC., AND ABC APPLIANCE, INC. D/B/A ABC WAREHOUSE

Case No. 07-5944 SC

MDL No. 1917

REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1:

All DOCUMENTS referenced in YOUR response to Toshiba America Information Systems, Inc. and Philips Electronics North America Corporation's First Set of Interrogatories.

REQUEST FOR PRODUCTION NO. 2:

All DOCUMENTS RELATED TO any formal or informal DOCUMENT retention policies or practices that YOU adopted or followed at any time from March 1, 1995 to and including the present.

REQUEST FOR PRODUCTION NO. 3:

All settlement agreements between YOU and any other PERSON RELATED TO any of the claims asserted in the COMPLAINT.

Dated: December 23, 2013

WHITE & CASE LLP

By: 

Christopher M. Curran (*pro hac vice*)

ccurran@whitecase.com

Lucius B. Lau (*pro hac vice*)

alau@whitecase.com

Dana E. Foster (*pro hac vice*)

defoster@whitecase.com

701 Thirteenth Street, N.W.

Washington, DC 20005

tel.: (202) 626-3600

fax: (202) 639-9355

*Counsel to Defendant Toshiba America
Information Systems, Inc.*

DEFENDANTS TOSHIBA AMERICA INFORMATION
SYSTEMS, INC. AND PHILIPS ELECTRONICS NORTH
AMERICA CORPORATION'S FIRST SET OF REQUESTS FOR PRODUCTION
OF DOCUMENTS TO PLAINTIFFS P.C. RICHARD & SON LONG ISLAND CORPORATION,
MARTA COOPERATIVE OF AMERICA, INC., AND ABC APPLIANCE, INC. D/B/A ABC WAREHOUSE

Case No. 07-5944 SC

MDL No. 1917

White & Case LLP
701 Thirteenth Street, NW
Washington, DC 20005

1 By: Charles M. Malaise / ~~for~~
2 John M. Taladay (*pro hac vice*)
3 Joseph Ostoyich (*pro hac vice*)
4 Erik T. Koons (*pro hac vice*)
5 Charles M. Malaise (*pro hac vice*)
6 BAKER BOTTS LLP
7 1299 Pennsylvania Ave., N.W.
8 Washington, DC 20004-2400
9 Telephone: (202) 639-7700
10 Facsimile: (202) 639-7890
11 Email: john.taladay@bakerbotts.com
12 Email: joseph.ostoyich@bakerbotts.com
13 Email: erik.koons@bakerbotts.com
14 Email: charles.malaise@bakerbotts.com

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26
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*Counsel to Defendant Philips Electronics
North America Corporation*

DEFENDANTS TOSHIBA AMERICA INFORMATION
SYSTEMS, INC. AND PHILIPS ELECTRONICS NORTH
AMERICA CORPORATION'S FIRST SET OF REQUESTS FOR PRODUCTION
OF DOCUMENTS TO PLAINTIFFS P.C. RICHARD & SON LONG ISLAND CORPORATION,
MARTA COOPERATIVE OF AMERICA, INC., AND ABC APPLIANCE, INC. D/B/A ABC WAREHOUSE

Case No. 07-5944 SC

MDL No. 1917

CERTIFICATE OF SERVICE

On December 23, 2013, I caused a copy of “DEFENDANTS TOSHIBA AMERICA INFORMATION SYSTEMS, INC. AND PHILIPS ELECTRONICS NORTH AMERICA CORPORATION’S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS TO PLAINTIFFS P.C. RICHARD & SON LONG ISLAND CORPORATION, MARTA COOPERATIVE OF AMERICA, INC., AND ABC APPLIANCE, INC. D/B/A ABC WAREHOUSE” to be served via e-mail on rtietjen@bsfllp.com, wisaacson@bsfllp.com, piovieno@bsfllp.com, as well as counsel for the defendants who have entered an appearance in this case.

DEFENDANTS TOSHIBA AMERICA INFORMATION
SYSTEMS, INC. AND PHILIPS ELECTRONICS NORTH
AMERICA CORPORATION'S FIRST SET OF REQUESTS FOR PRODUCTION
OF DOCUMENTS TO PLAINTIFFS P.C. RICHARD & SON LONG ISLAND CORPORATION,
MARTA COOPERATIVE OF AMERICA, INC., AND ABC APPLIANCE, INC. D/B/A ABC WAREHOUSE
Case No. 07-5944 SC
MDL No. 1917

William A. Isaacson
BOIES, SCHILLER & FLEXNER LLP
5301 Wisconsin Ave. NW, Suite 800
Washington, D.C. 20015
Telephone: (202) 237-2727
Facsimile: (202) 237-6131
Email: wisaacson@bsflp.com

Philip J. Iovieno
Anne M. Nardacci
BOIES, SCHILLER & FLEXNER LLP
30 South Pearl Street, 11th Floor
Albany, NY 12207
Telephone: (518) 434-0600
Facsimile: (518) 434-0665
Email: piovieno@bsflp.com
anardacci@bsflp.com

Counsel for Plaintiff ABC Appliance, Inc.

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re: CATHODE RAY TUBE (CRT)
ANTITRUST LITIGATION

This Document Relates To Individual Case No.
3:12-cv-02648-SC (N.D. Cal.)

Case No. 3:12-cv-02648-SC

Master File No. 3:07-cv-05944-SC (N.D. Cal.)

MDL No. 1917

P.C. RICHARD & SON LONG ISLAND
CORPORATION, ET AL.,

Plaintiff,

vs.

TOSHIBA AMERICA INFORMATION
SYSTEMS, INC. AND PHILIPS
ELECTRONICS NORTH AMERICA
CORPORATION,

Defendants.

**ABC APPLIANCE INC.'S OBJECTIONS
AND RESPONSES TO TOSHIBA
AMERICA INFORMATION SYSTEMS,
INC.'S FIRST SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS AND
PHILIPS ELECTRONICS NORTH
AMERICA CORPORATION'S SECOND
SET OF REQUESTS FOR PRODUCTION
OF DOCUMENTS**

1 **PROPOUNDING PARTIES:** Toshiba America Information Systems, Inc. and Philips
2 Electronics North America Corporation

3 **RESPONDING PARTY:** ABC Appliance, Inc.

4 **SET:** One (Toshiba America Information Systems, Inc.); Two
5 (Philips Electronics North America Corporation)

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure and Rule 34.1 of the Local Rules of the Northern District of California, Plaintiff ABC Appliance, Inc. ("Plaintiff") hereby responds to Toshiba America Electronic Components, Inc.'s First Requests for Production of Documents to Plaintiff and Philips Electronics North America Corporation's ("Defendants") Second Requests for Production of Documents to Plaintiff, dated December 23, 2013, (collectively, the "Requests for Production") including the "Instructions" and "Definitions" contained therein, as follows:

GENERAL OBJECTIONS

The following general objections ("General Objections") are incorporated in Plaintiff's responses ("Responses") to each and every request for production contained in the Requests for Production. No Response to any request for production shall be deemed a waiver of Plaintiff's General Objections.

1. Plaintiff objects to the Requests for Production to the extent that they seek to impose obligations on Plaintiff beyond those imposed by the Federal Rules of Civil Procedure, the Local Civil Rules of the Northern District of California, or any applicable order of this Court.
2. Plaintiff objects to the Requests for Production to the extent that they seek or call for the production of documents or information already in the possession, custody, or control of Defendants.
3. Plaintiff objects to the Requests for Production to the extent that they seek or call for the production of documents or information that can equally or more readily be obtained by Defendants from public sources.
4. Plaintiff objects to the Requests for Production to the extent that that they seek or call for the production of documents or information that can more readily, conveniently, and in a less burdensome fashion be obtained by Defendants from others.
5. Plaintiff objects to the Requests for Production to the extent that that they seek or call for the production of documents or information not in Plaintiff's possession, custody, or control.
6. Plaintiff objects to the Requests for Production to the extent that that they seek or call for the production of documents or information protected from disclosure by the attorney-client

1 privilege, the attorney work product doctrine, or any other privilege, protection, or immunity
2 applicable under the governing law. Any information disclosed pursuant to the Requests for
3 Production will be disclosed without waiving, but on the contrary reserving and intending to
4 reserve, each of these privileges, protections, or immunities. Any accidental disclosure of
5 privileged information or material shall not be deemed a waiver of the applicable privilege,
6 protection, or immunity.

7 7. Plaintiff objects to the Requests for Production to the extent that they are unintelligible,
8 vague, ambiguous, overly broad, unduly burdensome, and oppressive.

9 8. Plaintiff objects to the Requests for Production to the extent that they seek or call for the
10 production of documents or information that is not relevant, material or necessary to this action
11 and, thus, not reasonably calculated to lead to the discovery of admissible evidence.

12 9. Plaintiff objects to the Requests for Production to the extent that they are duplicative and
13 cumulative.

14 10. Plaintiff objects to the Requests for Production, including the instructions and definitions,
15 on the grounds that Plaintiff will incur substantial expense complying with them.

16 11. Plaintiff objects to the time period specified in the Requests for Production as unduly
17 burdensome and oppressive, and will produce documents on a rolling basis. Plaintiff further
18 objects to producing documents that were not created during the period of March 1, 1995 to
19 November 25, 2007.

20 12. Plaintiff objects to the Requests for Production to the extent that they prematurely call for
21 expert testimony and state that Plaintiff will provide expert disclosures as provided by the
22 Federal Rule of Civil Procedure.

23 13. Plaintiff has not completed its discovery and preparation in this matter, and its
24 investigation of this case is ongoing. These responses are being made after reasonable inquiry
25 into the relevant facts, and are based only upon the information and documentation that is
26 presently known to Plaintiff. Further investigation and discovery may result in the identification
27 of additional documents or information, and Plaintiff reserves the right to amend or supplement
28 its responses. Plaintiff's responses and production should not be construed to prejudice its right

1 to conduct further investigation in this case, or to limit its use of any additional evidence that
2 may be developed.

3 14. Plaintiff objects to the Requests for Production as unduly burdensome to the extent that
4 they require Plaintiff to search for, locate, and produce “all” documents related to the
5 information requested. Plaintiff will conduct a reasonably diligent search for potentially relevant
6 documents.

7 15. Any production of information or documents will be subject to the Stipulated Protective
8 Order entered in this action (Dkt. No. 306).

9 **OBJECTIONS AND RESPONSES TO REQUESTS FOR PRODUCTION**

10 **REQUEST NO. 1:**

11 All DOCUMENTS referenced in YOUR response to Toshiba America Information
12 Systems, Inc. and Philips Electronics North America Corporation’s First Set of Interrogatories.

13 **RESPONSE TO REQUEST NO. 1:**

14 Plaintiff refers to and incorporates its General Objections as if set forth fully herein.
15 Plaintiff specifically objects to this Request on the grounds that it is overly broad, unduly
16 burdensome, and oppressive. Plaintiff further objects to this Request to the extent that it seeks or
17 calls for the production of documents protected from disclosure by the attorney-client privilege,
18 the attorney work product doctrine, or any other privilege, protection, or immunity applicable
19 under the governing law. Plaintiffs further object to this Request on the grounds that it is
20 premature, and that it seeks to impose an undue burden on Plaintiffs to state their entire case on
21 an incomplete record and review and analyze all information obtained in discovery thus far at
22 this stage of this litigation, many months before the agreed-upon fact discovery deadline.
23 Plaintiff also objects to this Request to the extent that it calls for the production of documents or
24 information not relevant, material or necessary to this action and, thus, not reasonably calculated
25 to lead to the discovery of admissible evidence.

26 Subject to and notwithstanding the foregoing objections, to the extent that this Request
27 refers to Toshiba America Information Systems, Inc.’s First Set of Interrogatories and Philips
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1 Electronics North America Corporations Third Set of Interrogatories, dated December 23, 2013,
2 no documents were identified in Plaintiff's Responses to these Interrogatories.

3 **REQUEST NO. 2:**

4 All DOCUMENTS RELATED TO any formal or informal DOCUMENT retention
5 policies or practices that YOU adopted or followed at any time from March 1, 1995 to and
6 including the present.

7 **RESPONSE TO REQUEST NO. 2:**

8 Plaintiff refers to and incorporates its General Objections as if set forth fully herein.
9 Plaintiff specifically objects to this Request, including the time frame for the Request, on the
10 grounds that it is overly broad, unduly burdensome, and oppressive. Plaintiff further objects to
11 this Request to the extent that it seeks or calls for the production of documents protected from
12 disclosure by the attorney-client privilege, the attorney work product doctrine, or any other
13 privilege, protection, or immunity applicable under the governing law. Plaintiff also objects to
14 this Request to the extent that it calls for the production of documents or information not
15 relevant, material or necessary to this action and, thus, not reasonably calculated to lead to the
16 discovery of admissible evidence.

17 Subject to and notwithstanding the foregoing objections, Plaintiff will produce
18 responsive, non-privileged documents created during the period March 1, 1995 to and including
19 the present, to the extent that such documents exist, are reasonably available, and are kept in the
20 ordinary course of business.

21 **REQUEST NO. 3:**

22 All settlement agreements between YOU and any other PERSON RELATED TO any of
23 the claims asserted in the COMPLAINT.

24 **RESPONSE TO REQUEST NO. 3:**

25 Plaintiff refers to and incorporates its General Objections as if set forth fully herein.
26 Plaintiff specifically objects to this Request on the grounds that it is overly broad, unduly
27 burdensome, and oppressive. Plaintiff further objects to this request to the extent that it seeks or
28 calls for the production of documents protected from disclosure by the attorney-client privilege,

1 the attorney work product doctrine, or any other privilege, protection, or immunity applicable
 2 under the governing law. Plaintiff further objects to this request on the grounds that it seeks
 3 documents that are protected by Federal Rule of Evidence 408. Plaintiff also objects to this
 4 Request to the extent that that it seeks or calls for the production of documents or information
 5 not in Plaintiff's possession, custody, or control. Plaintiff further objects to this Request for
 6 Production to the extent that it calls for the production of documents or information not relevant,
 7 material or necessary to this action and, thus, not reasonably calculated to lead to the discovery
 8 of admissible evidence.

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 10
 11 DATED: January 27, 2014

_____/s/ Philip J. Iovieno

12 Philip J. Iovieno
 13 Anne M. Nardacci
 14 BOIES, SCHILLER & FLEXNER LLP
 15 30 South Pearl Street, 11th Floor
 16 Albany, NY 12207
 Telephone: (518) 434-0600
 Facsimile: (518) 434-0665
 Email: piovieno@bsflp.com
 anardacci@bsflp.com

17 William A. Isaacson
 18 BOIES, SCHILLER & FLEXNER LLP
 19 5301 Wisconsin Ave. NW, Suite 800
 20 Washington, D.C. 20015
 Telephone: (202) 237-2727
 Facsimile: (202) 237-6131
 Email: wisaacson@bsflp.com

21 *Counsel for Plaintiff ABC Appliance, Inc.*
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 25
 26
 27
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EXHIBIT B

Eliot A. Adelson (State Bar No. 205284)
James Maxwell Cooper (State Bar No. 284054)
KIRKLAND & ELLIS LLP
555 California Street, 27th Floor
San Francisco, CA 94104
Telephone: (415) 439-1400
Facsimile: (415) 439-1500
Email: eadelson@kirkland.com
Email: max.cooper@kirkland.com

James H. Mutchnik, P.C. (*pro hac vice*)
Kate Wheaton (*pro hac vice*)
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
Email: jmutchnik@kirkland.com
Email: kate.wheaton@kirkland.com

Attorneys for Defendant,
HITACHI AMERICA, LTD.

Additional Counsel Listed on Signature Page

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In Re CATHODE RAY TUBE (CRT)
ANTITRUST LITIGATION

Master File No. 3:07-cv-05944-SC

MDL No. 1917

Individual Case No. 3:11-cv-06397-SC

This Document Relates To:

The Costco Wholesale Corporation Action

**HITACHI AMERICA, LTD. AND
SAMSUNG SDI CO., LTD.'S FIRST
SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS
TO COSTCO WHOLESALE
CORPORATION**

PROPOUNDING PARTIES: Defendants Hitachi America, Ltd. and Samsung SDI Co., Ltd.

RESPONDING PARTY: Costco Wholesale Corporation

SET NO. ONE

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Defendants Hitachi America, Ltd. (“Hitachi”) and Samsung SDI Co., Ltd. (“Samsung”) hereby request that Plaintiff Costco Wholesale Corporation in the above-captioned action (“Plaintiff”) produce for inspection and copying each of the documents and other things described below at the offices of Kirkland & Ellis LLP, Attn: Eliot Adelson, 555 California Street, 27th Floor, San Francisco, CA 94104, within thirty (30) days after the date of the service hereof.

DEFINITIONS

1. “YOU,” “YOUR” and “YOURSELF” mean the Plaintiff responding to these requests, as well as any employees, agents, attorneys, representatives, or other persons acting or purporting to act on behalf of the responding Plaintiff.

2. “COMPLAINT” means the First Amended Complaint filed by Costco Wholesale Corporation in the Northern District of California, Case No. 3:13-cv-06397-SC, MDL No. 1917, on or about October 3, 2013.

3. “CO-CONSPIRATOR” has the same meaning as in the COMPLAINT.

4. “CONTROL” or “CONTROLLED” means to exercise restraint or direction over; dominate, regulate or command, or to have the power or authority to guide or manage. *See In re ATM Fee Antitrust Litig.*, 686 F.3d 741, 757 (9th Cir. 2012).

5. “CRT” as used herein refers to CPTs and CDTs, as defined in Paragraph 2 of the COMPLAINT.

6. “CRT PRODUCT” as used herein refers to electronic devices containing CDTs (such as monitors) and CPTs (such as televisions), as described in Paragraph 2 of the COMPLAINT.

7. “CPT PRODUCTS” means finished products containing CPTs, such as CRT televisions.

8. “CDT PRODUCTS” means finished products containing CDTs, such as CRT

monitors.

9. “DEFENDANTS” means the entities enumerated in paragraphs 17 through 59 of the COMPLAINT.

10. “EVIDENCE” means documents or percipient witness statements or testimony.

11. “OWN” or “OWNED,” when unmodified, means majority ownership. However, the terms “partially-owned” or “wholly-owned” have the same meanings as in the COMPLAINT.

12. “RELEVANT PERIOD” means March 1, 1995 through November 25, 2007, as defined in paragraph 1 of the COMPLAINT.

13. To “IDENTIFY” means, with respect to a DOCUMENT, to state the Bates number; or if the DOCUMENT has no Bates number, then to state the: (i) type of DOCUMENT, (ii) general subject matter; (iii) date of the DOCUMENT; (iv) the author(s), addressee(s) and recipient(s).

14. “PERSON” means any individual or group of individuals, corporation partnership, association, governmental entity, department, commission, bureau or other kind of legal or business entity.

15. “RELATED TO” means concerning, referring to, alluding to, responding to, connected with, commenting on, in respect of, about, regarding, explaining, supporting, discussing, showing, describing, reflecting, analyzing, constituting, or setting forth, or having any logical or factual connection whatsoever with the subject matter in question.

16. The words “and” and “or” shall be construed in the conjunctive or disjunctive, whichever makes the requests more inclusive.

17. All nouns in the singular or plural shall be construed in the singular or plural, whichever makes the requests more inclusive.

18. The use of the past tense of any verb shall include the present tense and vice versa.

19. The word “any” shall be construed to include “all” and vice versa.

INSTRUCTIONS

1. YOU are required to produce all DOCUMENTS in the manner, form and position in which they are kept in the ordinary course of business, as required by the Federal Rules of Civil

1 Procedure, including, where applicable, any index tabs, file dividers, designations or other
2 information as to the location of the DOCUMENTS.

3 2. If YOU cannot respond to a request for production fully, after a diligent attempt to
4 obtain the requested information, YOU must answer the request to the extent possible, specify the
5 portion of the request YOU are unable to answer, and provide whatever information YOU have
6 regarding the answered portion.

7 3. In the event that any requested DOCUMENT has been destroyed, lost, discarded or is
8 otherwise no longer in YOUR possession, custody, or control, YOU shall IDENTIFY the
9 DOCUMENT as completely as possible and specify the date, manner and reason the DOCUMENT
10 was disposed, the PERSON who authorized the disposal, and the PERSON who disposed of the
11 DOCUMENT.

12 4. In the event any information is withheld on a claim of attorney-client privilege, work-
13 product doctrine, or any other applicable privilege, YOU shall provide a privilege log that includes
14 at least the following information: the nature of the information contained in the withheld
15 DOCUMENT, the DOCUMENT date, source, and subject matter, the author(s) and recipient(s),
16 such as would enable the privilege claim to be adjudicated, and any authority that YOU assert
17 supports any claim of privilege.

18 **REQUESTS FOR PRODUCTION OF DOCUMENTS**

19 **REQUEST FOR PRODUCTION NO. 1:**

20 All DOCUMENTS referenced in YOUR response to Hitachi America, Ltd. and Samsung
21 SDI Co., Ltd.'s First Set of Interrogatories.

22 **REQUEST FOR PRODUCTION NO. 2:**

23 All DOCUMENTS RELATED TO any assignment by any other PERSON to YOU of any
24 claim asserted in the COMPLAINT.

25 **REQUEST FOR PRODUCTION NO. 3:**

26 All DOCUMENTS RELATED TO any formal or informal DOCUMENT retention policies
27 or practices that YOU adopted or followed at any time from March 1, 1995 to and including the
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1 present.

2 **REQUEST FOR PRODUCTION NO. 4:**

3 All settlement agreements between YOU and any other PERSON RELATED TO any of the
4 claims asserted in the COMPLAINT.

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6 DATED: January 15, 2014

By: /s/ Eliot A. Adelson

Eliot A. Adelson (State Bar No. 205284)
James Maxwell Cooper (State Bar No. 284054)
KIRKLAND & ELLIS LLP
555 California Street, 27th Floor
San Francisco, CA 94104
Telephone: (415) 439-1400
Facsimile: (415) 439-1500

11
12 Attorneys for Defendant,
HITACHI AMERICA, LTD.

13
14 DATED: January 15, 2014

By: /s/ Gary L. Halling

15
16 Gary L. Halling (SBN 66087)
James L. McGinnis (SBN 95788)
Michael Scarborough (SBN 203524)
SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP
Four Embarcadero Center, 17th Floor
San Francisco, CA 94111-4109
Telephone: (415) 434-9100
Facsimile: (415) 434-3947

18
19
20 Attorneys for Defendants,
21 SAMSUNG SDI CO., LTD.

David J. Burman (*pro hac vice*)
Cori G. Moore (*pro hac vice*)
Eric J. Weiss (*pro hac vice*)
Nicholas H. Hesterberg (*pro hac vice*)
Steven D. Merriman (*pro hac vice*)
PERKINS COIE LLP
1201 Third Avenue, Suite 4900
Seattle, WA 98101-3099
Telephone: 206.359.8000
Facsimile: 206.359.9000
Email: DBurman@perkinscoie.com
CGMoore@perkinscoie.com
EWeiss@perkinscoie.com
NHesterberg@perkinscoie.com
SMerriman@perkinscoie.com

Joren Bass, Bar No. 208143
PERKINS COIE LLP
Four Embarcadero Center, Suite 2400
San Francisco, CA 94111-4131
Telephone: 415.344.7000
Facsimile: 415.344.7050
Email: JBass@perkinscoie.com

Attorneys for Plaintiff
Costco Wholesale Corporation

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In Re CATHODE RAY TUBE (CRT)
ANTITRUST LITIGATION

This Document Relates To:

*Costco Wholesale Corp. v. Hitachi, Ltd.,
et al.*, No 3:11-cv-06397-SC

Master File No. 3:07-cv-05944-SC (N.D. Cal.)

MDL No. 1917

Individual Case No. 3:11-cv-06397-SC

**COSTCO WHOLESALE CORPORATION'S
OBJECTIONS AND RESPONSES TO
HITACHI AMERICA, LTD., AND
SAMSUNG SDI CO., LTD.'S FIRST SET OF
REQUESTS FOR PRODUCTION OF
DOCUMENTS**

PROPOUNDING PARTIES: Defendants Hitachi America, Ltd., and Samsung SDI Co., Ltd.

RESPONDING PARTY: Plaintiff Costco Wholesale Corporation

SET NUMBER: One

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure and Rule 34.1 of the Local Rules of the Northern District of California, Plaintiff Costco Wholesale Corporation (“Costco”) hereby responds to Hitachi America, Ltd., and Samsung SDI Co., Ltd.’s (“Defendants”) First Requests for Production of Documents to Plaintiff, dated January 15, 2014 (collectively, the “Requests for Production”) including the “Instructions” and “Definitions” contained therein, as follows:

GENERAL OBJECTIONS

The following general objections (“General Objections”) are incorporated in Costco’s responses (“Responses”) to each and every request for production contained in the Requests for Production. No Response to any request for production shall be deemed a waiver of Costco’s General Objections.

1. Costco objects to the Requests for Production to the extent that they seek to impose obligations on Costco beyond those imposed by the Federal Rules of Civil Procedure, the Local Civil Rules of the Northern District of California, or any applicable order of this Court.
2. Costco objects to the Requests for Production to the extent that they seek or call for the production of documents or information already in the possession, custody, or control of Defendants.
3. Costco objects to the Requests for Production to the extent that they seek or call for the production of documents or information that can equally or more readily be obtained by Defendants from public sources.
4. Costco objects to the Requests for Production to the extent that that they seek or call for the production of documents or information that can more readily, conveniently, and in a less burdensome fashion be obtained by Defendants from others.
5. Costco objects to the Requests for Production to the extent that that they seek or call for the production of documents or information not in Costco’s possession, custody, or control.

1 6. Costco objects to the Requests for Production to the extent that that they seek or call for
2 the production of documents or information protected from disclosure by the attorney-client
3 privilege, the attorney work-product doctrine, or any other privilege, protection, or immunity
4 applicable under the governing law. Any information disclosed pursuant to the Requests for
5 Production will be disclosed without waiving, but on the contrary reserving and intending to
6 reserve, each of these privileges, protections, or immunities. Any accidental disclosure of
7 privileged information or material shall not be deemed a waiver of the applicable privilege,
8 protection, or immunity.

9 7. Costco objects to the Requests for Production to the extent that they are unintelligible,
10 vague, ambiguous, overly broad, unduly burdensome, and oppressive.

11 8. Costco objects to the Requests for Production to the extent that they seek or call for the
12 production of documents or information that is not relevant, material or necessary to this action
13 and, thus, it is not reasonably calculated to lead to the discovery of admissible evidence.

14 9. Costco objects to the Requests for Production to the extent that they are duplicative and
15 cumulative.

16 10. Costco objects to the Requests for Production, including the instructions and definitions,
17 on the grounds that Costco will incur substantial expense complying with them.

18 11. Costco objects to the time period specified in the Requests for Production for production
19 of documents as unduly burdensome and oppressive, and will produce documents on a rolling
20 basis.

21 12. Costco objects to the Requests for Production to the extent that they prematurely call for
22 expert testimony and states that Costco will provide expert disclosures as provided by the
23 Federal Rule of Civil Procedure.

24 13. Costco has not completed its discovery and preparation in this matter, and its
25 investigation of this case is ongoing. These responses are being made after reasonable inquiry
26 into the relevant facts, and are based only upon the information and documentation that is
27 presently known to Costco. Further investigation and discovery may result in the identification
28 of additional documents or information, and Costco reserves the right to amend or supplement

its responses. Costco's responses and production should not be construed to prejudice its right to conduct further investigation in this case, or to limit its use of any additional evidence that may be developed.

14. Costco objects to the Requests for Production as unduly burdensome to the extent that they require Costco to search for, locate, and produce "all" documents related to the information requested. Costco will conduct a reasonably diligent search for potentially relevant documents.

15. Any production of information or documents will be subject to the Stipulated Protective Order entered in this action (Dkt. No. 306).

RESPONSES TO DEFENDANTS' REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1:

All DOCUMENTS referenced in YOUR response to Hitachi America, Ltd. and Samsung SDI Co., Ltd.'s First Set of Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1:

Costco refers to and incorporates its General Objections as if set forth fully herein. Costco specifically objects to this Request on the grounds that it is overly broad, unduly burdensome, and oppressive. Costco further objects to this Request to the extent that it seeks or calls for the production of documents protected from disclosure by the attorney-client privilege, the attorney work-product doctrine, or any other privilege, protection, or immunity applicable under the governing law. Costco further objects to this Request on the grounds that it is premature and that it seeks to impose an undue burden on Costco to state its entire case on an incomplete record and review and analyze all information obtained in discovery thus far at this stage of this litigation, many months before the agreed-upon fact-discovery deadline. Costco also objects to this Request to the extent that it calls for the production of documents or information not relevant, material, or necessary to this action and, thus, not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and notwithstanding the foregoing objections, no documents were identified in Costco's Responses to Hitachi America, Ltd., and Samsung SDI Co., Ltd.'s First Set of Interrogatories.

1 governing law. Costco also objects to this Request to the extent that it calls for the production
2 of documents or information not relevant, material, or necessary to this action and, thus, not
3 reasonably calculated to lead to the discovery of admissible evidence.

4 Subject to and notwithstanding the foregoing objections, Costco will produce
5 responsive, non-privileged documents created during the period March 1, 1995, to and including
6 the present, to the extent that such documents exist, are reasonably available, and are kept in the
7 ordinary course of business.

8 **REQUEST FOR PRODUCTION NO. 4:**

9 All settlement agreements between YOU and any other PERSON RELATED TO any of
10 the claims asserted in the COMPLAINT.

11 **RESPONSE TO REQUEST FOR PRODUCTION NO. 4:**

12 Costco refers to and incorporates its General Objections as if set forth fully herein.
13 Costco specifically objects to this Request on the grounds that it is overly broad, unduly
14 burdensome, and oppressive. Costco further objects to this request to the extent that it seeks or
15 calls for the production of documents protected from disclosure by the attorney-client privilege,
16 the attorney work-product doctrine, or any other privilege, protection, or immunity applicable
17 under the governing law. Costco further objects to this request on the grounds that it seeks
18 documents that are protected by Federal Rule of Evidence 408. Costco also objects to this
19 Request to the extent that that it seeks or calls for the production of documents or information
20 not in Costco's possession, custody, or control. Costco further objects to this Request for
21 Production to the extent that it calls for the production of documents or information not
22 relevant, material, or necessary to this action and, thus, not reasonably calculated to lead to the
23 discovery of admissible evidence.

EXHIBIT C

1 SHEPPARD MULLIN RICHTER & HAMPTON ^{LLP}
A Limited Liability partnership
2 Including Professional Corporations
GARY L. HALLING, Cal. Bar No. 66087
3 JAMES L. MCGINNIS, Cal. Bar No. 95788
MICHAEL W. SCARBOROUGH, Cal. Bar No. 203524
4 MONA SOLOUKI, Cal. Bar No. 215145
TYLER M. CUNNINGHAM, Cal. Bar No. 243694
5 Four Embarcadero Center, 17th Floor
San Francisco, CA 94111-4109
6 Telephone: (415) 434-9100
Facsimile: (415) 434-3947
7 E-mail: ghalling@sheppardmullin.com
jmcginnis@sheppardmullin.com
8 mscarborough@sheppardmullin.com
msolouki@sheppardmullin.com
9 tcunningham@sheppardmullin.com

10 Attorneys for Defendants
SAMSUNG SDI AMERICA, INC.,
11 SAMSUNG SDI CO., LTD.,
SAMSUNG SDI (MALAYSIA) SDN. BHD.,
12 SAMSUNG SDI MEXICO S.A. DE C.V.,
SAMSUNG SDI BRASIL LTDA.,
13 SHENZEN SAMSUNG SDI CO., LTD. and
TIANJIN SAMSUNG SDI CO., LTD.

14 Additional counsel listed on signature pages
15

16 UNITED STATES DISTRICT COURT
17 NORTHERN DISTRICT OF CALIFORNIA
18 SAN FRANCISCO DIVISION
19

20 In re: CATHODE RAY TUBE (CRT)
21 ANTITRUST LITIGATION

Case No. 07-5944 SC

MDL No. 1917

Individual Case No. 3:13-cv-02171-SC

23 This Document Relates to:

24 DELL ACTION
25 Case No. 3:13-cv-02171-SC
26

**SAMSUNG SDI AMERICA, INC. AND
LG ELECTRONICS USA, INC.'S
FIRST SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS TO
DELL PLAINTIFFS**

1 PROPOUNDING PARTY: Samsung SDI America, Inc. ("SDIA")
2 LG Electronics USA, Inc. ("LGE USA")
3 RESPONDING PARTIES: Dell Inc. and Dell Products L.P. (collectively
4 "Dell" or "Plaintiffs")
5 SET NO.: ONE

1 Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure,
2 Defendants SDIA and LGE USA hereby request that Plaintiffs produce for inspection and
3 copying each of the documents and other things described below at the offices of Sheppard
4 Mullin Richter & Hampton, 4 Embarcadero Ctr. 17th Floor, San Francisco, CA 94111
5 within thirty (30) days after the date of the service hereof.

6 **I.**

7 **DEFINITIONS**

8 1. "YOU," "YOUR" and "YOURSELF" mean the Plaintiffs responding to these
9 requests, as well as any employees, agents, attorneys, representatives, or other persons
10 acting or purporting to act on behalf of the responding Plaintiff.

11 2. "COMPLAINT" means the First Amended Complaint filed by Dell in the
12 Northern District of California, Case No. 3:13-cv-02171-SC, MDL No. 1917, on or about
13 May 28, 2013.

14 3. "CO-CONSPIRATOR" has the same meaning as in the COMPLAINT.

15 4. "CONTROL" or "CONTROLLED" means to exercise restraint or direction
16 over; dominate, regulate or command, or to have the power or authority to guide or
17 manage. *See In re ATM Fee Antitrust Litig.*, 686 F.3d 741, 757 (9th Cir. 2012).

18 5. "CRT" as used herein refers to CPTs and CDTs, as defined in Paragraph 3 of
19 the COMPLAINT.

20 6. "CRT PRODUCT" as used herein refers to electronic devices containing
21 CDTs (such as monitors) and CPTs (such as televisions), as described in Paragraph 3 of
22 the COMPLAINT.

23 7. "CPT PRODUCTS" means finished products containing CPTs, such as CRT
24 televisions.

25 8. "CDT PRODUCTS" means finished products containing CDTs, such as CRT
26 monitors.

1 9. "DEFENDANTS" means the entities enumerated in paragraphs 23 through
2 65 of the COMPLAINT.

3 10. "EVIDENCE" means documents or percipient witness statements or
4 testimony.

5 11. "OWN" or "OWNED," when unmodified, means majority ownership.
6 However, the terms "partially-owned" or "wholly-owned" have the same meanings as in
7 the COMPLAINT.

8 12. "RELEVANT PERIOD" means March 1, 1995 through November 25, 2007,
9 as defined in paragraph 1 of the COMPLAINT.

10 13. To "IDENTIFY" means, with respect to a DOCUMENT, to state the Bates
11 number; or if the DOCUMENT has no Bates number, then to state the: (i) type of
12 DOCUMENT, (ii) general subject matter; (iii) date of the DOCUMENT; (iv) the author(s),
13 addressee(s) and recipient(s).

14 14. "PERSON" means any individual or group of individuals, corporation
15 partnership, association, governmental entity, department, commission, bureau or other
16 kind of legal or business entity.

17 15. "RELATED TO" means concerning, referring to, alluding to, responding to,
18 connected with, commenting on, in respect of, about, regarding, explaining, supporting,
19 discussing, showing, describing, reflecting, analyzing, constituting, or setting forth, or
20 having any logical or factual connection whatsoever with the subject matter in question.

21 16. The words "and" and "or" shall be construed in the conjunctive or
22 disjunctive, whichever makes the requests more inclusive.

23 17. All nouns in the singular or plural shall be construed in the singular or plural,
24 whichever makes the requests more inclusive.

25 18. The use of the past tense of any verb shall include the present tense and vice
26 versa.

27 19. The word "any" shall be construed to include "all" and vice versa.
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II.

INSTRUCTIONS

1. YOU are required to produce all DOCUMENTS in the manner, form and position in which they are kept in the ordinary course of business, as required by the Federal Rules of Civil Procedure, including, where applicable, any index tabs, file dividers, designations or other information as to the location of the DOCUMENTS.

2. If YOU cannot respond to a request for production fully, after a diligent attempt to obtain the requested information, YOU must answer the request to the extent possible, specify the portion of the request YOU are unable to answer, and provide whatever information YOU have regarding the answered portion.

3. In the event that any requested DOCUMENT has been destroyed, lost, discarded or is otherwise no longer in YOUR possession, custody, or control, YOU shall IDENTIFY the DOCUMENT as completely as possible and specify the date, manner and reason the DOCUMENT was disposed, the PERSON who authorized the disposal, and the PERSON who disposed of the DOCUMENT.

4. In the event any information is withheld on a claim of attorney-client privilege, work-product doctrine, or any other applicable privilege, YOU shall provide a privilege log that includes at least the following information: the nature of the information contained in the withheld DOCUMENT, the DOCUMENT date, source, and subject matter, the author(s) and recipient(s), such as would enable the privilege claim to be adjudicated, and any authority that YOU assert supports any claim of privilege.

III.

REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1:

All DOCUMENTS referenced in YOUR response to SDIA and LGE USA's First Set of Interrogatories.

1 **REQUEST FOR PRODUCTION NO. 2:**

2 All DOCUMENTS RELATED TO any assignment by any other PERSON to YOU
3 of any claim asserted in the COMPLAINT.

4 **REQUEST FOR PRODUCTION NO. 3:**

5 All DOCUMENTS RELATED TO any formal or informal DOCUMENT retention
6 policies or practices that YOU adopted or followed at any time from March 1, 1995 to and
7 including the present.

8 **REQUEST FOR PRODUCTION NO. 4:**

9 All settlement agreements between YOU and any other PERSON RELATED TO
10 any of the claims asserted in the COMPLAINT.

11
12 DATED: January 13, 2014

13 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

14
15 By /s/ Mona Solouki
16 MONA SOLOUKI

17 Attorneys for Defendants
18 SAMSUNG SDI AMERICA, INC.,
19 SAMSUNG SDI CO., LTD.,
20 SAMSUNG SDI (MALAYSIA) SDN. BHD.,
21 SAMSUNG SDI MEXICO S.A. DE C.V.,
22 SAMSUNG SDI BRASIL LTDA.,
23 SHENZEN SAMSUNG SDI CO., LTD. and
24 TIANJIN SAMSUNG SDI CO., LTD.
25
26
27
28

By /s/ Hojoon Hwang

Hojoon Hwang (SBN 184950)
MUNGER, TOLLES & OLSON LLP
560 Mission Street, Twenty-Seventh Floor
San Francisco CA 94105
Telephone: 415-512-4000
Facsimile: 415-512-4077
Email: Hojoon.Hwang@mto.com
Attorneys for Defendants LG Electronics, Inc. and
LG Electronics U.S.A., Inc.

1 Michael P. Kenny, Esq.
mike.kenny@alston.com

2 Debra D. Bernstein, Esq.
debra.bernstein@alston.com

3 Rodney J. Ganske, Esq.
rod.ganske@alston.com

4 **ALSTON & BIRD LLP**

5 1201 West Peachtree Street
Atlanta, Georgia 30309-3424

6 Tel: (404) 881-7000

7 Facsimile: (404) 881-7777

8 James M. Wagstaffe, Esq. (SBN 95535)

wagstaffe@kerrwagstaffe.com

9 **KERR & WAGSTAFFE LLP**

10 100 Spear Street, 18th Floor

San Francisco, California 94105-1576

11 Tel: (415) 371-8500

Facsimile: (415) 371-0500

12 *Attorneys for Plaintiffs Dell Inc. and Dell Products L.P.*

13 [Additional Counsel Listed on Signature Page]

14 **UNITED STATES DISTRICT COURT**
15 **NORTHERN DISTRICT OF CALIFORNIA**
16 **SAN FRANCISCO DIVISION**

17 In re: CATHODE RAY TUBE (CRT)
18 ANTITRUST LITIGATION.

Master File No. 3:07-cv-05944-SC

MDL No. 1917

Individual Case No. 3:13-cv-02171-SC

19 **PLAINTIFFS DELL INC. AND DELL**
20 **PRODUCTS L.P.'S RESPONSES TO**
21 **DEFENDANTS SAMSUNG SDI**
22 **AMERICA, INC. AND LG**
23 **ELECTRONICS, USA, INC.'S FIRST**
24 **SET OF REQUESTS FOR**
25 **PRODUCTION OF DOCUMENTS**

Judge: The Honorable Samuel Conti
HIGHLY CONFIDENTIAL

1 **PROPOUNDING PARTY:** Samsung SDI America, Inc.
2 LG Electronics USA, Inc.

3 **RESPONDING PARTY:** Dell Inc. and Dell Products L.P.

4 **SET:** First

5 Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Plaintiffs Dell Inc. and
6 Dell Products L.P. ("Dell") respond to Defendants Samsung SDI America, Inc. and LG Electronics
7 USA, Inc.'s First Set of Requests for Production of Documents, dated January 13, 2014 ("SDIA and
8 LGE USA's Requests" or "Requests"), as follows:

9 **GENERAL OBJECTIONS**

10 Dell objects to the demand that responses occur within thirty (30) days of the date of service
11 of SDIA and LGE USA's Requests as unduly burdensome; Dell will produce documents at a
12 mutually convenient time and place.

13 In responding to SDIA and LGE USA's Requests, Dell has solicited information from those
14 individuals employed or otherwise affiliated with Dell believed to have knowledge of matters for
15 which Defendants seek information. Dell has not, however, undertaken to search or review all of the
16 files and records in its possession, custody, or control, nor has Dell solicited information from every
17 individual employed by or otherwise affiliated with it, because to do so would be unduly burdensome
18 and prohibitively expensive. In the event that information or documents responsive to any of SDIA
19 and LGE USA's Requests are later identified or brought to Dell's attention, Dell reserves the right to
20 amend and supplement the following responses to the extent required under Fed. R. Civ. P. 26(e).

21 Dell's responses to SDIA and LGE USA's Requests shall not constitute an admission by Dell
22 that either the request or the response thereto, or documents produced in connection therewith, are
23 admissible as evidence in any trial or other proceeding. Dell specifically reserves the right to object
24 on any grounds, at any time, to the admission of any request or any response thereto or any
25 documents produced in connection therewith in any such trial or other proceeding.

1 Dell raises the following general objections to SDIA and LGE USA's Requests in addition to
2 the specific grounds for objection listed in response to each request, and each of these General
3 Objections shall be considered incorporated in Dell's specific objections:

4 1. Dell objects to the Requests as seeking documents that can be obtained from some
5 other source that is more convenient, less burdensome, or less expensive.

6 2. Dell objects to the Requests to the extent they seek or call for the production of
7 documents or information already in the possession, custody, or control of Defendants.

8 3. Dell objects to these Requests to the extent they seek documents or information that
9 are not within Dell's possession, custody, or control, or would otherwise require Dell to perform an
10 unreasonable or unduly burdensome search.

11 4. Dell objects to the Requests to the extent they require Dell to disclose confidential
12 information of third parties that Dell is bound, contractually or otherwise, not to disclose.

13 5. Dell objects to these Requests insofar as they are inconsistent with or exceed the
14 obligations imposed by the Federal Rules of Civil Procedure, this Court's local rules and standing
15 orders, all Court and Special Master Orders regarding case management and discovery, or other
16 applicable rules, law, or orders.

17 6. Dell objects to the Requests to the extent they duplicate other Requests, in whole or in
18 part, made by other defendants in this matter, in violation of the integration order included in section
19 XV, subsections D and E of the Court's "Order Re Discovery and Case Management Protocol,"
20 entered in the MDL on April 3, 2012. Order Re Discovery and Case Management Protocol, *In re*
21 *Cathode Ray Tube (CRT) Antitrust Litig.*, Case No. 07-cv-05944-SC MDL No. 1917 (N.D. Cal. April
22 3, 2012), Docket No. 1128.

23 7. Dell objects to the Requests insofar as they seek to discover information or documents
24 that are protected by the attorney-client privilege, or any other privilege or doctrine. Any inadvertent
25 production of privileged documents shall not constitute a waiver of any privilege or protection
26 applicable thereto or to any related information or documents.

1 8. Dell objects to the Requests insofar as they seek information that is not relevant to the
2 claim or defense of any party to this action or is not reasonably calculated to lead to the discovery of
3 admissible evidence.

4 9. Dell objects to the Requests to the extent they prematurely call for expert testimony
5 and states that Dell will provide expert disclosures as provided by the Federal Rule of Civil
6 Procedure.

7 10. Dell objects to the Requests to the extent they are unintelligible, vague, ambiguous,
8 overly broad, unduly burdensome, and oppressive.

9 11. Dell objects to the Requests on the ground that they fail to describe the documents
10 sought with reasonable particularity, in violation of Fed. R. Civ. P. 34(b)(1)(A).

11 12. Dell objects to the Requests as unduly burdensome to the extent that they require Dell
12 to search for, locate, and produce "all" documents related to the information requested. Dell will
13 conduct a reasonably diligent search for potentially relevant documents.

14 13. Dell objects to the Requests insofar as they seek confidential, proprietary, or trade-
15 secret information, the disclosure of which would cause irreparable competitive injury to Dell.
16 Insofar as Dell produces any such documents in this case, said production has been and will be made
17 subject to the terms of the Stipulated Protective Order entered by the Court in the multi-district
18 litigation on June 18, 2008 (Dkt. #306).

19 **OBJECTIONS TO DEFINITIONS**

20 1. Dell objects to Definition No. 1 ("‘YOU,’ ‘YOUR,’ or ‘YOURSELF’") as overly broad
21 and unduly burdensome to the extent it purports to require the production of documents in the
22 possession, custody, or control of persons or entities other than Dell. Dell shall respond to the
23 Requests on behalf of itself and entities that have assigned it claims, and any answer provided by Dell
24 will be limited to the information and documents within its or those entities' possession, custody, or
25 control.

2. Dell objects to Definition No. 13 ("IDENTIFY") as vague, ambiguous, unduly burdensome and oppressive. Dell objects to this Definition to the extent it seeks information that is neither relevant to any claims or defenses in this litigation nor reasonably calculated to lead to the discovery of admissible evidence. Dell further objects to this Definition as purporting to impose a greater burden on Dell than is otherwise permissible under the law, including without limitation the Federal Rules of Civil Procedure.

RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST NO. 1:

All DOCUMENTS referenced in YOUR response to SDIA and LGE USA's First Set of Interrogatories.

RESPONSE TO REQUEST NO. 1:

Dell refers to and incorporates its General Objections as if set forth fully herein. Dell specifically objects to this Request on the grounds that it is overly broad, unduly burdensome, and oppressive. Dell further objects to this Request to the extent that it seeks or calls for the production of documents protected from disclosure by the attorney-client privilege, the attorney work product doctrine, or any other privilege, protection, or immunity applicable under the governing law. Dell further objects to this Request on the grounds that it is premature, and that it seeks to impose an undue burden on Dell to state its entire case on an incomplete record and review and analyze all information obtained in discovery thus far at this stage of this litigation, many months before the agreed-upon fact discovery deadline. Dell also objects to this Request to the extent that it calls for the production of documents or information not relevant, material or necessary to this action and, thus, not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objections, Dell refers to and incorporates its answers to SDIA and LGE USA's First Set of Interrogatories.

REQUEST NO. 2:

1 Subject to and notwithstanding the foregoing objections, Dell will produce responsive, non-
2 privileged documents created during the period March 1, 1995 to and including the present, to the
3 extent that such documents exist, are reasonably available, and are kept in the ordinary course of
4 business.

5 REQUEST NO. 4:

6 *All settlement agreements between you and any other person related to any of the*
7 *claims asserted in the complaint.*

8 RESPONSE TO REQUEST NO. 4:

9 Dell refers to and incorporates its General Objections as if set forth fully herein. Dell
10 specifically objects to this Request on the grounds that it is overly broad, unduly burdensome, and
11 oppressive. Dell further objects to this request to the extent that it seeks or calls for the production of
12 documents protected from disclosure by the attorney-client privilege, the attorney work product
13 doctrine, or any other privilege, protection, or immunity applicable under the governing law. Dell
14 further objects to this request on the grounds that it seeks documents that are protected by Federal
15 Rule of Evidence 408. Dell also objects to this Request to the extent that that it seeks or calls for the
16 production of documents or information not in Dell's possession, custody, or control. Dell further
17 objects to this Request for Production to the extent that it calls for the production of documents or
18 information not relevant, material or necessary to this action and, thus, not reasonably calculated to
19 lead to the discovery of admissible evidence.

20
21 Date: February 18, 2014

22 Respectfully submitted,

23 By: /s/ Michael P. Kenny

24 Michael P. Kenny, Esq. (GA Bar 415064)

25 mike.kenny@alston.com

26 Debra D. Bernstein, Esq. (GA Bar 054998)

27 debra.bernstein@alston.com

28 Rodney J. Ganske, Esq. (GA Bar 283819)

rod.ganske@alston.com

Melissa Mahurin Whitehead, Esq. (GA Bar 667932)

EXHIBIT D

Eliot A. Adelson (State Bar No. 205284)
James Maxwell Cooper (State Bar No. 284054)
KIRKLAND & ELLIS LLP
555 California Street, 27th Floor
San Francisco, CA 94104
Telephone: (415) 439-1400
Facsimile: (415) 439-1500
Email: eadelson@kirkland.com
Email: max.cooper@kirkland.com

James H. Mutchnik, P.C. (*pro hac vice*)
Kate Wheaton (*pro hac vice*)
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
Email: jmutchnik@kirkland.com
Email: kate.wheaton@kirkland.com

Attorneys for Defendant
HITACHI AMERICA, LTD.

Additional Counsel Listed on Signature Page

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In Re CATHODE RAY TUBE (CRT)
ANTITRUST LITIGATION

Master File No. 3:07-cv-05944-SC

MDL No. 1917

Individual Case No. 3:11-cv-01656-SC

This Document Relates To:

The Electrograph Systems, Inc. and Electrograph
Technologies Corp. Action

**HITACHI AMERICA, LTD. AND
SAMSUNG SDI CO., LTD.'S FIRST SET
OF REQUESTS FOR PRODUCTION OF
DOCUMENTS TO PLAINTIFFS
ELECTROGRAPH SYSTEMS, INC. AND
ELECTROGRAPH TECHNOLOGIES
CORP.**

PROPOUNDING PARTIES: Defendants Hitachi America, Ltd. and Samsung SDI Co., Ltd.

RESPONDING PARTIES: Electrograph Systems, Inc. and Electrograph Technologies Corp.

SET NO. ONE

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Defendants Hitachi America, Ltd. (“Hitachi”) and Samsung SDI Co., Ltd. (“Samsung”) hereby request that Plaintiffs Electrograph Systems, Inc. and Electrograph Technologies Corp. in the above-captioned action (“Plaintiffs”) produce for inspection and copying each of the documents and other things described below at the offices of Kirkland and Ellis, 555 California Street, San Francisco, CA 94104 within thirty (30) days after the date of the service hereof.

DEFINITIONS

1. “YOU,” “YOUR” and “YOURSELF” mean the Plaintiffs responding to these requests, as well as any employees, agents, attorneys, representatives, or other persons acting or purporting to act on behalf of the responding Plaintiff.

2. “COMPLAINT” means the Second Amended Complaint filed by YOU in the Northern District of California, 3:11-cv-01656-SC, MDL No. 1917, on or about October 3, 2013.

3. “CO-CONSPIRATOR” has the same meaning as in the COMPLAINT.

4. “CONTROL” or “CONTROLLED” means to exercise restraint or direction over; dominate, regulate or command, or to have the power or authority to guide or manage. *See In re ATM Fee Antitrust Litig.*, 686 F.3d 741, 757 (9th Cir. 2012).

5. “CRT” as used herein refers to CPTs and CDTs, as defined in Paragraph 2 of the COMPLAINT.

6. “CRT PRODUCT” as used herein refers to electronic devices containing CDTs (such as monitors) and CPTs (such as televisions), as described in Paragraph 2 of the COMPLAINT.

7. “CPT PRODUCTS” means finished products containing CPTs, such as CRT televisions.

8. “CDT PRODUCTS” means finished products containing CDTs, such as CRT monitors.

1 information as to the location of the DOCUMENTS.

2 2. If YOU cannot respond to a request for production fully, after a diligent attempt to
3 obtain the requested information, YOU must answer the request to the extent possible, specify the
4 portion of the request YOU are unable to answer, and provide whatever information YOU have
5 regarding the answered portion.

6 3. In the event that any requested DOCUMENT has been destroyed, lost, discarded or is
7 otherwise no longer in YOUR possession, custody, or control, YOU shall IDENTIFY the
8 DOCUMENT as completely as possible and specify the date, manner and reason the DOCUMENT
9 was disposed, the PERSON who authorized the disposal, and the PERSON who disposed of the
10 DOCUMENT.

11 4. In the event any information is withheld on a claim of attorney-client privilege, work-
12 product doctrine, or any other applicable privilege, YOU shall provide a privilege log that includes
13 at least the following information: the nature of the information contained in the withheld
14 DOCUMENT, the DOCUMENT date, source, and subject matter, the author(s) and recipient(s),
15 such as would enable the privilege claim to be adjudicated, and any authority that YOU assert
16 supports any claim of privilege.

17 **REQUESTS FOR PRODUCTION OF DOCUMENTS**

18 **REQUEST FOR PRODUCTION NO. 1:**

19 All DOCUMENTS referenced in YOUR response to Hitachi America, Ltd. and Samsung
20 SDI Co., Ltd.'s First Set of Interrogatories.

21 **REQUEST FOR PRODUCTION NO. 2:**

22 All DOCUMENTS RELATED TO any assignment by any other PERSON to YOU of any
23 claim asserted in the COMPLAINT.

24 **REQUEST FOR PRODUCTION NO. 3:**

25 All DOCUMENTS RELATED TO any formal or informal DOCUMENT retention policies
26 or practices that YOU adopted or followed at any time from March 1, 1995 to and including the
27 present.

1 **REQUEST FOR PRODUCTION NO. 4:**

2 All settlement agreements between YOU and any other PERSON RELATED TO any of the
3 claims asserted in the COMPLAINT.

4
5 DATED: January 15, 2014

By: /s/ Eliot A. Adelson

Eliot A. Adelson (State Bar No. 205284)

James Maxwell Cooper (State Bar No. 284054)

KIRKLAND & ELLIS LLP

555 California Street, 27th Floor

San Francisco, CA 94104

Telephone: (415) 439-1400

Facsimile: (415) 439-1500

Attorneys for Defendant,
HITACHI AMERICA, LTD.

12 DATED: January 15, 2014

By: /s/ Gary L. Halling

Gary L. Halling (SBN 66087)

James L. McGinnis (SBN 95788)

Michael Scarborough (SBN 203524)

SHEPPARD, MULLIN, RICHTER & HAMPTON
LLP

Four Embarcadero Center, 17th Floor

San Francisco, CA 94111-4109

Telephone: (415) 434-9100

Facsimile: (415) 434-3947

Attorneys for Defendant,
SAMSUNG SDI CO., LTD.

William A. Isaacson
BOIES, SCHILLER & FLEXNER LLP
5301 Wisconsin Ave. NW, Suite 800
Washington, D.C. 20015
Telephone: (202) 237-2727
Facsimile: (202) 237-6131
Email: wisaacson@bsflp.com

Philip J. Iovieno
Anne M. Nardacci
BOIES, SCHILLER & FLEXNER LLP
30 South Pearl Street, 11th Floor
Albany, NY 12207
Telephone: (518) 434-0600
Facsimile: (518) 434-0665
Email: piovieno@bsflp.com
anardacci@bsflp.com

Counsel for Plaintiffs Electrograph Systems, Inc. and Electrograph Technologies Corp.

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re: CATHODE RAY TUBE (CRT)
ANTITRUST LITIGATION

This Document Relates To Individual Case No.
3:11-cv-01656-SC (N.D. Cal.)

Case No. 3:11-cv-01656-SC

Master File No. 3:07-cv-05944-SC (N.D. Cal.)

MDL No. 1917

ELECTROGRAPH SYSTEMS, INC. AND
ELECTROGRAPH TECHNOLOGIES
CORP.,

Plaintiffs,

vs.

HITACHI, AMERICA, LTD., AND
SAMSUNG SDI CO., LTD.,

Defendants.

**ELECTROGRAPH PLAINTIFFS'
OBJECTIONS AND RESPONSES TO
HITACHI AMERICA, LTD.'S AND
SAMSUNG SDI CO., LTD.'S FIRST SET
OF REQUESTS FOR PRODUCTION OF
DOCUMENTS**

1 **PROPOUNDING PARTIES:** Hitachi America, Ltd. and Samsung SDI Co., Ltd.

2 **RESPONDING PARTY:** Electrograph Systems, Inc. and Electrograph Technologies
3 Corp.

4 **SET:** One
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Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure and Rule 34.1 of the Local Rules of the Northern District of California, Plaintiffs Electrograph Systems, Inc. and Electrograph Technologies Corp. ("Plaintiffs") hereby respond to Hitachi America, Ltd. and Samsung SDI Co., Ltd.'s ("Defendants") First Requests for Production of Documents to Plaintiffs, dated January 15, 2014, (collectively, the "Requests for Production") including the "Instructions" and "Definitions" contained therein, as follows:

GENERAL OBJECTIONS

The following general objections ("General Objections") are incorporated in Plaintiffs' responses ("Responses") to each and every request for production contained in the Requests for Production. No Response to any request for production shall be deemed a waiver of Plaintiffs' General Objections.

1. Plaintiffs object to the Requests for Production to the extent that they seek to impose obligations on Plaintiffs beyond those imposed by the Federal Rules of Civil Procedure, the Local Civil Rules of the Northern District of California, or any applicable order of this Court.
2. Plaintiffs object to the Requests for Production to the extent that they seek or call for the production of documents or information already in the possession, custody, or control of Defendants.
3. Plaintiffs object to the Requests for Production to the extent that they seek or call for the production of documents or information that can equally or more readily be obtained by Defendants from public sources.
4. Plaintiffs object to the Requests for Production to the extent that that they seek or call for the production of documents or information that can more readily, conveniently, and in a less burdensome fashion be obtained by Defendants from others.
5. Plaintiffs object to the Requests for Production to the extent that that they seek or call for the production of documents or information not in Plaintiffs' possession, custody, or control.
6. Plaintiffs object to the Requests for Production to the extent that that they seek or call for the production of documents or information protected from disclosure by the attorney-client privilege, the attorney work product doctrine, or any other privilege, protection, or immunity

1 applicable under the governing law. Any information disclosed pursuant to the Requests for
2 Production will be disclosed without waiving, but on the contrary reserving and intending to
3 reserve, each of these privileges, protections, or immunities. Any accidental disclosure of
4 privileged information or material shall not be deemed a waiver of the applicable privilege,
5 protection, or immunity.

6 7. Plaintiffs object to the Requests for Production to the extent that they are unintelligible,
7 vague, ambiguous, overly broad, unduly burdensome, and oppressive.

8 8. Plaintiffs object to the Requests for Production to the extent that they seek or call for the
9 production of documents or information that is not relevant, material or necessary to this action
10 and, thus, not reasonably calculated to lead to the discovery of admissible evidence.

11 9. Plaintiffs object to the Requests for Production to the extent that they are duplicative and
12 cumulative.

13 10. Plaintiffs object to the Requests for Production, including the instructions and definitions,
14 on the grounds that Plaintiffs will incur substantial expense complying with them.

15 11. Plaintiffs object to the time period specified in the Requests for Production as unduly
16 burdensome and oppressive, and will produce documents on a rolling basis. Plaintiffs further
17 object to producing documents that were not created during the period of March 1, 1995 to
18 November 25, 2007.

19 12. Plaintiffs object to the Requests for Production to the extent that they prematurely call for
20 expert testimony and state that Plaintiffs will provide expert disclosures as provided by the
21 Federal Rules of Civil Procedure.

22 13. Plaintiffs have not completed their discovery and preparation in this matter, and their
23 investigation of this case is ongoing. These responses are being made after reasonable inquiry
24 into the relevant facts, and are based only upon the information and documentation that is
25 presently known to Plaintiffs. Further investigation and discovery may result in the
26 identification of additional documents or information, and Plaintiffs reserve the right to amend or
27 supplement their responses. Plaintiffs' responses and production should not be construed to
28

1 prejudice their right to conduct further investigation in this case, or to limit Plaintiffs use of any
2 additional evidence that may be developed.

3 14. Plaintiffs object to the Requests for Production as unduly burdensome to the extent that
4 they require Plaintiffs to search for, locate, and produce “all” documents related to the
5 information requested. Plaintiffs will conduct a reasonably diligent search for potentially
6 relevant documents.

7 15. Any production of information or documents will be subject to the Stipulated Protective
8 Order entered in this action (Dkt. No. 306).

9 **OBJECTIONS AND RESPONSES TO REQUESTS FOR PRODUCTION**

10 **REQUEST NO. 1:**

11 All DOCUMENTS referenced in YOUR response to Hitachi America, Ltd. and Samsung
12 SDI Co., Ltd.’s First Set of Interrogatories..

13 **RESPONSE TO REQUEST NO. 1:**

14 Plaintiffs refer to and incorporate their General Objections as if set forth fully herein.
15 Plaintiffs specifically object to this Request on the grounds that it is overly broad, unduly
16 burdensome, and oppressive. Plaintiffs further object to this Request to the extent that it seeks or
17 calls for the production of documents protected from disclosure by the attorney-client privilege,
18 the attorney work product doctrine, or any other privilege, protection, or immunity applicable
19 under the governing law. Plaintiffs further object to this Request on the grounds that it is
20 premature, and that it seeks to impose an undue burden on Plaintiffs to state their entire case on
21 an incomplete record and review and analyze all information obtained in discovery thus far at
22 this stage of this litigation, many months before the agreed-upon fact discovery deadline.
23 Plaintiffs also object to this Request to the extent that it calls for the production of documents or
24 information not relevant, material or necessary to this action and, thus, not reasonably calculated
25 to lead to the discovery of admissible evidence.

26 Subject to and notwithstanding the foregoing objections, Plaintiffs states that they will
27 produce any responsive, non-privileged documents referenced in Plaintiffs’ Responses to
28 Defendants’ First Set of Interrogatories.

1 relevant, material or necessary to this action and, thus, not reasonably calculated to lead to the
2 discovery of admissible evidence.

3 Subject to and notwithstanding the foregoing objections, Plaintiffs will produce
4 responsive, non-privileged documents created during the period March 1, 1995 to and including
5 the present, to the extent that such documents exist, are reasonably available, and are kept in the
6 ordinary course of business.

7 **REQUEST NO. 4:**

8 All settlement agreements between YOU and any other PERSON RELATED TO any of
9 the claims asserted in the COMPLAINT.

10 **RESPONSE TO REQUEST NO. 4:**

11 Plaintiffs refer to and incorporate their General Objections as if set forth fully herein.
12 Plaintiffs specifically object to this Request on the grounds that it is overly broad, unduly
13 burdensome, and oppressive. Plaintiffs further object to this request to the extent that it seeks or
14 calls for the production of documents protected from disclosure by the attorney-client privilege,
15 the attorney work product doctrine, or any other privilege, protection, or immunity applicable
16 under the governing law. Plaintiffs further object to this request on the grounds that it seeks
17 documents that are protected by Federal Rule of Evidence 408. Plaintiffs also object to this
18 Request to the extent that that it seeks or calls for the production of documents or information
19 not in Plaintiffs' possession, custody, or control. Plaintiffs further object to this Request for
20 Production to the extent that it calls for the production of documents or information not relevant,
21 material or necessary to this action and, thus, not reasonably calculated to lead to the discovery
22 of admissible evidence.

23
24 DATED: February 18, 2014

/s/ Philip J. Iovieno

Philip J. Iovieno
Anne M. Nardacci
BOIES, SCHILLER & FLEXNER LLP
30 South Pearl Street, 11th Floor
Albany, NY 12207
Telephone: (518) 434-0600
Facsimile: (518) 434-0665
Email: piovieno@bsfllp.com

EXHIBIT E

BAKER BOTTS L.L.P.
Jon V. Swenson (SBN 233054)
1001 Page Mill Road
Building One, Suite 200
Palo Alto, CA 94304-1007
Telephone: (650) 739-7500
Facsimile: (650) 739-7699
Email: jon.swenson@bakerbotts.com

BAKER BOTTS L.L.P.
John M. Taladay (*pro hac vice*)
Joseph Ostoyich (*pro hac vice*)
Erik T. Koons (*pro hac vice*)
Charles M. Malaise (*pro hac vice*)
1299 Pennsylvania Avenue, N.W.
Washington, D.C. 20004-2400
Telephone: (202) 639-7700
Facsimile: (202) 639-7890
Email: john.taladay@bakerbotts.com
Email: joseph.ostoyich@bakerbotts.com
Email: erik.koons@bakerbotts.com
Email: charles.malaise@bakerbotts.com

Attorneys for Defendant Koninklijke Philips N.V.

Additional Counsel Listed on Signature Pages

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re: CATHODE RAY TUBE (CRT)
ANTITRUST LITIGATION

Case No. 3:07-cv-05944-SC

MDL No. 1917

This Document Relates to:

Individual Case No. 11-cv-06276-SC

OFFICE DEPOT, INC.

Plaintiff,

v.

Hitachi, LTD., ET AL.,

Defendants.

**DEFENDANTS KONINKLIJKE PHILIPS
N.V.'S AND TOSHIBA AMERICA
ELECTRONIC COMPONENTS, INC.'S
FIRST SET OF REQUESTS FOR
PRODUCTION TO PLAINTIFF OFFICE
DEPOT, INC.**

MDL 1917

DEFENDANTS KONINKLIJKE PHILIPS N.V.'S AND TOSHIBA AMERICA ELECTRONIC COMPONENTS,
INC.'S FIRST SET OF REQUESTS FOR PRODUCTION TO PLAINTIFF OFFICE DEPOT, INC., Case No. 11-
CV-06276-SC

1 PROPOUNDING PARTIES: Koninklijke Philips N.V. and Toshiba America
2 Electronic Components, Inc.

3 RESPONDING PARTIES: Office Depot, Inc.

4 SET NO.: FIRST
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Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Defendants Koninklijke Philips N.V. and Toshiba America Electronic Components, Inc. hereby request that Office Depot Inc. ("Plaintiff") produce for each and copying each of the DOCUMENTS and other things described below at the offices of Baker Botts LLP, Attn: Charles M. Malaise, 1299 Pennsylvania Ave NW, Washington, DC 20004, within thirty (30) days after the date of the service hereof.

DEFINITIONS

For the purposes of these Requests for Production, the following definitions apply:

1. "All" shall be construed as all, each, any, and every.
2. "And" and "or" shall be construed in the conjunctive or disjunctive as necessary to bring within the scope of the Requests for Production all information that might otherwise be construed to be outside their scope.
3. "COMPLAINT" means the First Amended Complaint filed by the Plaintiff in the United States District Court for the Northern District of California, Case No. 11-cv-06276-SC, MDL No. 1917, on or about October 3, 2013.
4. "DOCUMENT(S)" has the broadest possible meaning permissible under the Federal Rules of Civil Procedure and/or applicable precedent, including but not limited to any written, printed, typed, recorded, filmed, punched, transcribed, taped or other graphic matter of any kind or nature, however produced or reproduced, whether in hard copy, electronic, or other form, and includes, without limitation, pamphlets, brochures, books, booklets, information sheets, papers, articles, journals, magazines, computer printouts, Internet search results, tapes, discs or other forms of audio, visual or audio/visual recordings, records, memoranda, reports, financial statements, affidavits, handwritten and other notes, transcripts, paper, indices, letters, envelopes, telegrams, cables, electronic mail messages, telex messages, telecopied messages, telephone messages, summaries or records of telephone conversations, summaries or records of personal conversations or interviews, summaries or records of meetings or conferences, minutes

1 or transcriptions or notations of meetings or telephone conversations or other communications of
2 any type, tabulations, studies, analyses, evaluations, projections, work papers, statements,
3 summaries, opinions, journals, desk calendars, product labels, prescriptions, package inserts or
4 other information accompanying medications, maintenance or service records, appointment
5 books, diaries, billing records, checks, bank account statements, invoices, photographs,
6 microfilms, tapes or other records, punch cards, magnetic tapes, discs, data cells, drums,
7 printouts, other data compilations (in any form) from which information can be obtained,
8 recordings made through data processing techniques and the written information necessary to
9 understand and use such materials, and any other documents discoverable under the Federal
10 Rules of Civil Procedure.

11 5. "INTERROGATORIES" refers to the interrogatories enumerated in the
12 Defendants Koninklijke Philips N.V. and Toshiba America Electronic Components, Inc.'s First
13 Set of Interrogatories to Plaintiff served concurrently with these Requests for Production.

14 6. "PERSON" means and includes all natural persons or entities, governmental units,
15 partnerships, firms, corporations, associations, joint ventures, any other form of business
16 organization or arrangement, or any form of public, private or legal entity.

17 7. "RELATED TO" means concerning, referring to, alluding to, responding to,
18 connected with, commenting on, in respect of, about, regarding, explaining, supporting,
19 discussing, showing, describing, reflecting, analyzing, constituting, or setting forth, or having any
20 logical or factual connection whatsoever with the subject matter in question.

21 8. "YOU" and "YOUR" means the Plaintiff responding to these Requests, its direct
22 and indirect parents, predecessors in interest, affiliates, subsidiaries, divisions, predecessors,
23 successors, and assigns, the present and former officers, directors, employees, attorneys, agents,
24 and representatives of any of the above, and all persons acting or purporting to act on their behalf.
25 "YOU" or "YOUR" includes, but is not limited to, all entities who assigned their claims to YOU.

26 9. The singular form of any noun or pronoun includes the plural, and vice versa.

10. Terms in the present tense include terms in the past tense, and terms in the past tense include terms in the present tense.

INSTRUCTIONS

1. YOU are required to produce all DOCUMENTS in the manner, form and position in which they are kept in the ordinary course of business, as required by the Federal Rules of Civil Procedure, including, where applicable, any index tabs, file dividers, designations or other information as to the location of the DOCUMENTS.

2. If YOU cannot respond to a request for production fully, after a diligent attempt to obtain the requested information, YOU must answer the request to the extent possible, specify the portion of the request YOU are unable to answer, and provide whatever information YOU have regarding the answered portion.

3. In the event that any requested DOCUMENT has been destroyed, lost, discarded or is otherwise no longer in YOUR possession, custody, or control, YOU shall identify the DOCUMENT as completely as possible and specify the date, manner and reason the DOCUMENT was disposed, the PERSON who authorized the disposal, and the PERSON who disposed of the DOCUMENT.

4. In the event any information is withheld on a claim of attorney-client privilege, work-product doctrine, or any other applicable privilege, YOU shall provide a privilege log that includes at least the following information: the nature of the information contained in the withheld DOCUMENT, the DOCUMENT date, source, and subject matter, the author(s) and recipient(s), such as would enable the privilege claim to be adjudicated, and any authority that YOU assert supports any claim of privilege.

REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1:

All DOCUMENTS referenced in YOUR response to Koninklijke Philips N.V.'s and Toshiba America Electronic Components, Inc.'s First Set of Interrogatories.

REQUEST FOR PRODUCTION NO. 2:

All DOCUMENTS RELATED TO any assignment by any other PERSON to YOU of any claim asserted in the COMPLAINT.

REQUEST FOR PRODUCTION NO. 3:


All DOCUMENTS RELATED TO any formal or informal DOCUMENT retention policies or practices that YOU adopted or followed at any time from March 1, 1995 to and including the present.

REQUEST FOR PRODUCTION NO. 4:

All settlement agreements between YOU and any other PERSON RELATED TO any of the claims asserted in the COMPLAINT.

Dated: February 19, 2014

Respectfully Submitted:

By: 

John M. Taladay (*pro hac vice*)
Joseph Ostoyich (*pro hac vice*)
Erik T. Koons (*pro hac vice*)
Charles M. Malaise (*pro hac vice*)
BAKER BOTTS L.L.P.
1299 Pennsylvania Avenue, N.W.
Washington, D.C. 20004-2400
Telephone: (202) 639-7700
Facsimile: (202) 639-7890
Email: john.taladay@bakerbotts.com
Email: joseph.ostoyich@bakerbotts.com
Email: erik.koons@bakerbotts.com
Email: charles.malaise@bakerbotts.com

Attorneys for Defendant Koninklijke Philips N.V.

Christopher M. Curran (*pro hac vice*)
ccurran@whitecase.com
Lucius B. Lau (*pro hac vice*)
alau@whitecase.com
Dana E. Foster (*pro hac vice*)

defoster@whitecase.com
White & Case LLP
701 Thirteenth Street, N.W.
Washington, DC 20005
tel.: (202) 626-3600
fax: (202) 639-9355

*Counsel to Defendant Toshiba America
Electronic Components, Inc.*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I caused a true and correct copy of the documents listed below to be served by e-mail transmission on February 19, 2014 to each of the persons set forth in the attached service list below.

1. DEFENDANTS KONINKLIJKE PHILIPS N.V.'S AND TOSHIBA AMERICA ELECTRONIC COMPONENTS, INC.'S FIRST SET OF REQUESTS FOR PRODUCTION TO PLAINTIFF OFFICE DEPOT, INC.

Dated: February 19, 2014



Charles M. Malaise

*In re: Cathode Ray Tube (CRT) Antitrust Litigation - MDL No. 1917***SERVICE LIST**

<p>Mario N. Alioto Lauren C. Capurro (Russell) E-mail: malioto@tatp.com E-mail: lauren russell@tatp.com TRUMP, ALIOTO, TRUMP & PRESCOTT, LLP</p> <p><i>Interim Lead Counsel for the Indirect Purchaser Plaintiffs</i></p>	<p>Guido Saveri R. Alexander Saveri Geoffrey C. Rushing E-mail: guido@saveri.com E-mail: rick@saveri.com E-mail: grushing@saveri.com SAVERI & SAVERI, INC.</p> <p><i>Interim Lead Counsel for the Direct Purchaser Plaintiffs</i></p>
<p>Philip J. Iovieno William Isaacson Anne M. Naracci E-mail: piovieno@bsflp.com Email: wisaacson@bsflp.com E-mail: anardacci@bsflp.com BOIES, SCHILLER & FLEXNER LLP</p> <p><i>Liaison Counsel for Direct Action Plaintiffs and Counsel for Plaintiff Office Depot, Inc.</i></p>	<p>Emilio Varanini E-mail: emilio.varanini@doj.ca.gov OFFICE OF THE ATTORNEY GENERAL OF CALIFORNIA</p> <p><i>Attorneys for the State of California</i></p>
<i>All defense counsel</i>	

Stuart H. Singer
BOIES, SCHILLER, & FLEXNER LLP
401 East Las Olas Boulevard, Suite 1200
Fort Lauderdale, Florida 33301
Telephone: (954) 356-0011
Facsimile: (954) 356-0022
Email: ssinger@bsflp.com

William A. Isaacson
BOIES, SCHILLER & FLEXNER LLP
5301 Wisconsin Ave. NW, Suite 800
Washington, D.C. 20015
Telephone: (202) 237-2727
Facsimile: (202) 237-6131
Email: wisaacson@bsflp.com

Philip J. Iovieno
Anne M. Nardacci
BOIES, SCHILLER & FLEXNER LLP
30 South Pearl Street, 11th Floor
Albany, NY 12207
Telephone: (518) 434-0600
Facsimile: (518) 434-0665
Email: piovieno@bsflp.com
anardacci@bsflp.com

Counsel for Plaintiff Office Depot, Inc.

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re: CATHODE RAY TUBE (CRT)
ANTITRUST LITIGATION

This Document Relates To Individual Case No.
3:11-cv-06276-SC (N.D. Cal.)

Case No. 3:11-cv-06276-SC

Master File No. 3:07-cv-05944-SC (N.D. Cal.)

MDL No. 1917

OFFICE DEPOT, INC.,

Plaintiff,

vs.

KONINKLIJKE PHILIPS N.V. AND
TOSHIBA AMERICA ELECTRONIC
COMPONENTS, INC.,

Defendants.

**OFFICE DEPOT, INC.'S OBJECTIONS
AND RESPONSES TO KONINKLIJKE
PHILIPS N.V.'S AND TOSHIBA
AMERICA ELECTRONIC
COMPONENTS, INC.'S FIRST SET OF
REQUESTS FOR PRODUCTION OF
DOCUMENTS**

1 **PROPOUNDING PARTIES:** Koninklijke Philips N.V. and Toshiba America Electronic
2 Components, Inc.

3 **RESPONDING PARTY:** Office Depot, Inc.

4 **SET:** One
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Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure and Rule 34.1 of the Local Rules of the Northern District of California Plaintiff Office Depot, Inc. ("Plaintiff") hereby responds to Koninklijke Philips N.V.'s and Toshiba America Electronic Components, Inc.'s ("Defendants") First Requests for Production of Documents to Plaintiff, dated February 19, 2014, (collectively, the "Requests for Production") including the "Instructions" and "Definitions" contained therein, as follows:

GENERAL OBJECTIONS

The following general objections ("General Objections") are incorporated in Plaintiff's responses ("Responses") to each and every request for production contained in the Requests for Production. No Response to any request for production shall be deemed a waiver of Plaintiff's General Objections.

1. Plaintiff objects to the Requests for Production to the extent that they seek to impose obligations on Plaintiff beyond those imposed by the Federal Rules of Civil Procedure, the Local Civil Rules of the Northern District of California, or any applicable order of this Court.
2. Plaintiff objects to the Requests for Production to the extent that they seek or call for the production of documents or information already in the possession, custody, or control of Defendants.
3. Plaintiff objects to the Requests for Production to the extent that they seek or call for the production of documents or information that can equally or more readily be obtained by Defendants from public sources.
4. Plaintiff objects to the Requests for Production to the extent that that they seek or call for the production of documents or information that can more readily, conveniently, and in a less burdensome fashion be obtained by Defendants from others.
5. Plaintiff objects to the Requests for Production to the extent that that they seek or call for the production of documents or information not in Plaintiff's possession, custody, or control.
6. Plaintiff objects to the Requests for Production to the extent that that they seek or call for the production of documents or information protected from disclosure by the attorney-client privilege, the attorney work product doctrine, or any other privilege, protection, or immunity

1 applicable under the governing law. Any information disclosed pursuant to the Requests for
2 Production will be disclosed without waiving, but on the contrary reserving and intending to
3 reserve, each of these privileges, protections, or immunities. Any accidental disclosure of
4 privileged information or material shall not be deemed a waiver of the applicable privilege,
5 protection, or immunity.

6 7. Plaintiff objects to the Requests for Production to the extent that they are unintelligible,
7 vague, ambiguous, overly broad, unduly burdensome, and oppressive.

8 8. Plaintiff objects to the Requests for Production to the extent that they seek or call for the
9 production of documents or information that is not relevant, material or necessary to this action
10 and, thus, not reasonably calculated to lead to the discovery of admissible evidence.

11 9. Plaintiff objects to the Requests for Production to the extent that they are duplicative and
12 cumulative.

13 10. Plaintiff objects to the Requests for Production, including the instructions and definitions,
14 on the grounds that Plaintiff will incur substantial expense complying with them.

15 11. Plaintiff objects to the time period specified in the Requests for Production as unduly
16 burdensome and oppressive, and will produce documents on a rolling basis. Plaintiff further
17 objects to producing documents that were not created during the period of March 1, 1995 to
18 November 25, 2007.

19 12. Plaintiff objects to the Requests for Production to the extent that they prematurely call for
20 expert testimony and state that Plaintiff will provide expert disclosures as provided by the
21 Federal Rules of Civil Procedure.

22 13. Plaintiff has not completed its discovery and preparation in this matter, and its
23 investigation of this case is ongoing. These responses are being made after reasonable inquiry
24 into the relevant facts, and are based only upon the information and documentation that is
25 presently known to Plaintiff. Further investigation and discovery may result in the identification
26 of additional documents or information, and Plaintiff reserves the right to amend or supplement
27 its responses. Plaintiff's responses and production should not be construed to prejudice its right
28 to conduct further investigation in this case, or to limit its use of any additional evidence that

1 may be developed.

2 14. Plaintiff objects to the Requests for Production as unduly burdensome to the extent that
3 they require Plaintiff to search for, locate, and produce “all” documents related to the
4 information requested. Plaintiff will conduct a reasonably diligent search for potentially relevant
5 documents.

6 15. Any production of information or documents will be subject to the Stipulated Protective
7 Order entered in this action (Dkt. No. 306).

8 **OBJECTIONS AND RESPONSES TO REQUESTS FOR PRODUCTION**

9 **REQUEST NO. 1:**

10 All DOCUMENTS referenced in YOUR response to Koninklijke Philips N.V.’s and
11 Toshiba America Electronic Components, Inc.’s First Set of Interrogatories.

12 **RESPONSE TO REQUEST NO. 1:**

13 Plaintiff refers to and incorporates its General Objections as if set forth fully herein.
14 Plaintiff specifically objects to this Request on the grounds that it is overly broad, unduly
15 burdensome, and oppressive. Plaintiff further objects to this Request to the extent that it seeks or
16 calls for the production of documents protected from disclosure by the attorney-client privilege,
17 the attorney work product doctrine, or any other privilege, protection, or immunity applicable
18 under the governing law. Plaintiff further objects to this Request on the grounds that it is
19 premature, and that it seeks to impose an undue burden on Plaintiff to state its entire case on an
20 incomplete record and review and analyze all information obtained in discovery thus far at this
21 stage of this litigation, many months before the agreed-upon fact discovery deadline. Plaintiff
22 also objects to this Request to the extent that it calls for the production of documents or
23 information not relevant, material or necessary to this action and, thus, not reasonably calculated
24 to lead to the discovery of admissible evidence.

25 Subject to and notwithstanding the foregoing objections, Plaintiff states that it will
26 produce any responsive, non-privileged documents referenced in its Responses to Defendants’
27 First Set of Interrogatories.
28

1 relevant, material or necessary to this action and, thus, not reasonably calculated to lead to the
2 discovery of admissible evidence.

3 Subject to and notwithstanding the foregoing objections, Plaintiff will produce
4 responsive, non-privileged documents created during the period March 1, 1995 to and including
5 the present, to the extent that such documents exist, are reasonably available, and are kept in the
6 ordinary course of business.

7 **REQUEST NO. 4:**

8 All settlement agreements between YOU and any other PERSON RELATED TO any of
9 the claims asserted in the COMPLAINT.

10 **RESPONSE TO REQUEST NO. 4:**

11 Plaintiff refers to and incorporates its General Objections as if set forth fully herein.
12 Plaintiff specifically objects to this Request on the grounds that it is overly broad, unduly
13 burdensome, and oppressive. Plaintiff further objects to this request to the extent that it seeks or
14 calls for the production of documents protected from disclosure by the attorney-client privilege,
15 the attorney work product doctrine, or any other privilege, protection, or immunity applicable
16 under the governing law. Plaintiff further objects to this request on the grounds that it seeks
17 documents that are protected by Federal Rule of Evidence 408. Plaintiff also objects to this
18 Request to the extent that that it seeks or calls for the production of documents or information
19 not in Plaintiff's possession, custody, or control. Plaintiff further objects to this Request for
20 Production to the extent that it calls for the production of documents or information not relevant,
21 material or necessary to this action and, thus, not reasonably calculated to lead to the discovery
22 of admissible evidence.

23
24 DATED: March 24, 2014

_____/s/ Philip J. Iovieno

25 Philip J. Iovieno
26 Anne M. Nardacci
27 BOIES, SCHILLER & FLEXNER LLP
28 30 South Pearl Street, 11th Floor
Albany, NY 12207
Telephone: (518) 434-0600
Facsimile: (518) 434-0665
Email: piovieno@bsflp.com

EXHIBIT F

1 SHEPPARD MULLIN RICHTER & HAMPTON ^{LLP}
A Limited Liability partnership
2 Including Professional Corporations
GARY L. HALLING, Cal. Bar No. 66087
3 JAMES L. MCGINNIS, Cal. Bar No. 95788
MICHAEL W. SCARBOROUGH, Cal. Bar No. 203524
4 MONA SOLOUKI, Cal. Bar No. 215145
TYLER M. CUNNINGHAM, Cal. Bar No. 243694
5 Four Embarcadero Center, 17th Floor
San Francisco, CA 94111-4109
6 Telephone: (415) 434-9100
Facsimile: (415) 434-3947
7 E-mail: ghalling@sheppardmullin.com
jmcginnis@sheppardmullin.com
8 mscarborough@sheppardmullin.com
msolouki@sheppardmullin.com
9 tcunningham@sheppardmullin.com

10 Attorneys for Defendants
SAMSUNG SDI AMERICA, INC.,
11 SAMSUNG SDI CO., LTD.,
SAMSUNG SDI (MALAYSIA) SDN. BHD.,
12 SAMSUNG SDI MEXICO S.A. DE C.V.,
SAMSUNG SDI BRASIL LTDA.,
13 SHENZEN SAMSUNG SDI CO., LTD. and
TIANJIN SAMSUNG SDI CO., LTD.
14

15 UNITED STATES DISTRICT COURT
16 NORTHERN DISTRICT OF CALIFORNIA
17 SAN FRANCISCO DIVISION
18

19
20 In re: CATHODE RAY TUBE (CRT)
ANTITRUST LITIGATION
21

Case No. 07-5944 SC

MDL No. 1917

Individual Case No. 3:13-cv-01173-SC

22
23 This Document Relates to:

24 DELL ACTION
Case No. 3:13-cv-01173-SC
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**SAMSUNG SDI AMERICA, INC.'S
FIRST SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS TO
SHARP PLAINTIFFS**

1 PROPOUNDING PARTY: Samsung SDI America, Inc. ("SDIA")
2 RESPONDING PARTIES: Sharp Electronics Corporation and Sharp
3 Electronics Manufacturing Company of America,
4 Inc. (collectively "Sharp" or "Plaintiffs")
5 SET NO.: ONE
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Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Defendants hereby request that Plaintiffs produce for inspection and copying each of the documents and other things described below at the offices of Sheppard Mullin Richter & Hampton, 4 Embarcadero Ctr. 17th Floor, San Francisco, CA 94111 within thirty (30) days after the date of the service hereof.

I.

DEFINITIONS

1. "YOU," "YOUR" and "YOURSELF" mean the Plaintiffs responding to these requests, as well as any employees, agents, attorneys, representatives, or other persons acting or purporting to act on behalf of the responding Plaintiff.

2. "COMPLAINT" means the First Amended Complaint filed by Sharp in the Northern District of California, Case No. 3:13-cv-01173-SC, MDL No. 1917, on or about October 28, 2013.

3. "CO-CONSPIRATOR" has the same meaning as in the COMPLAINT.

4. "CONTROL" or "CONTROLLED" means to exercise restraint or direction over; dominate, regulate or command, or to have the power or authority to guide or manage. *See In re ATM Fee Antitrust Litig.*, 686 F.3d 741, 757 (9th Cir. 2012).

5. "CRT" as used herein refers to CPTs and CDTs, as defined in Paragraph 3 of the COMPLAINT.

6. "CRT PRODUCT" as used herein refers to electronic devices containing CDTs (such as monitors) and CPTs (such as televisions), as described in Paragraph 3 of the COMPLAINT.

7. "CPT PRODUCTS" means finished products containing CPTs, such as CRT televisions.

8. "CDT PRODUCTS" means finished products containing CDTs, such as CRT monitors.

1 9. "DEFENDANTS" means the entities enumerated in paragraphs 23 through
2 65 of the COMPLAINT.

3 10. "EVIDENCE" means documents or percipient witness statements or
4 testimony.

5 11. "OWN" or "OWNED," when unmodified, means majority ownership.
6 However, the terms "partially-owned" or "wholly-owned" have the same meanings as in
7 the COMPLAINT.

8 12. "RELEVANT PERIOD" means March 1, 1995 through November 25, 2007,
9 as defined in paragraph 1 of the COMPLAINT.

10 13. To "IDENTIFY" means, with respect to a DOCUMENT, to state the Bates
11 number; or if the DOCUMENT has no Bates number, then to state the: (i) type of
12 DOCUMENT, (ii) general subject matter; (iii) date of the DOCUMENT; (iv) the author(s),
13 addressee(s) and recipient(s).

14 14. "PERSON" means any individual or group of individuals, corporation
15 partnership, association, governmental entity, department, commission, bureau or other
16 kind of legal or business entity.

17 15. "RELATED TO" means concerning, referring to, alluding to, responding to,
18 connected with, commenting on, in respect of, about, regarding, explaining, supporting,
19 discussing, showing, describing, reflecting, analyzing, constituting, or setting forth, or
20 having any logical or factual connection whatsoever with the subject matter in question.

21 16. The words "and" and "or" shall be construed in the conjunctive or
22 disjunctive, whichever makes the requests more inclusive.

23 17. All nouns in the singular or plural shall be construed in the singular or plural,
24 whichever makes the requests more inclusive.

25 18. The use of the past tense of any verb shall include the present tense and vice
26 versa.

27 19. The word "any" shall be construed to include "all" and vice versa.
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II.

INSTRUCTIONS

1. YOU are required to produce all DOCUMENTS in the manner, form and position in which they are kept in the ordinary course of business, as required by the Federal Rules of Civil Procedure, including, where applicable, any index tabs, file dividers, designations or other information as to the location of the DOCUMENTS.

2. If YOU cannot respond to a request for production fully, after a diligent attempt to obtain the requested information, YOU must answer the request to the extent possible, specify the portion of the request YOU are unable to answer, and provide whatever information YOU have regarding the answered portion.

3. In the event that any requested DOCUMENT has been destroyed, lost, discarded or is otherwise no longer in YOUR possession, custody, or control, YOU shall IDENTIFY the DOCUMENT as completely as possible and specify the date, manner and reason the DOCUMENT was disposed, the PERSON who authorized the disposal, and the PERSON who disposed of the DOCUMENT.

4. In the event any information is withheld on a claim of attorney-client privilege, work-product doctrine, or any other applicable privilege, YOU shall provide a privilege log that includes at least the following information: the nature of the information contained in the withheld DOCUMENT, the DOCUMENT date, source, and subject matter, the author(s) and recipient(s), such as would enable the privilege claim to be adjudicated, and any authority that YOU assert supports any claim of privilege.

III.

REQUESTS FOR PRODUCTION OF DOCUMENTS

24 **REQUEST FOR PRODUCTION NO. 1:**

25 All DOCUMENTS referenced in YOUR response to SDIA'S First Set of
26 Interrogatories.
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1 **REQUEST FOR PRODUCTION NO. 2:**

2 All DOCUMENTS RELATED TO any assignment by any other PERSON to YOU
3 of any claim asserted in the COMPLAINT.

4 **REQUEST FOR PRODUCTION NO. 3:**

5 All DOCUMENTS RELATED TO any formal or informal DOCUMENT retention
6 policies or practices that YOU adopted or followed at any time from March 1, 1995 to and
7 including the present.

8 **REQUEST FOR PRODUCTION NO. 4:**

9 All settlement agreements between YOU and any other PERSON RELATED TO
10 any of the claims asserted in the COMPLAINT.

11 DATED: January 13, 2014

12
13 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

14
15 By /s/ Mona Solouki
MONA SOLOUKI

16 Attorneys for Defendants
17 SAMSUNG SDI AMERICA, INC.,
18 SAMSUNG SDI CO., LTD.,
19 SAMSUNG SDI (MALAYSIA) SDN. BHD.,
20 SAMSUNG SDI MEXICO S.A. DE C.V.,
21 SAMSUNG SDI BRASIL LTDA.,
22 SHENZEN SAMSUNG SDI CO., LTD. and
23 TIANJIN SAMSUNG SDI CO., LTD.
24
25
26
27
28

1 Kenneth A. Gallo (*pro hac vice*)
 Joseph J. Simons (*pro hac vice*)
 2 Craig A. Benson (*pro hac vice*)
 PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
 3 2001 K Street, NW
 Washington, DC 20006-1047
 4 Telephone: (202) 223-7300
 Facsimile: (202) 223-7420
 5 Email: kgallo@paulweiss.com
 Email: jsimons@paulweiss.com
 6 Email: cbenson@paulweiss.com

7 Stephen E. Taylor (SBN 058452)
 Jonathan A. Patchen (SBN 237346)
 8 TAYLOR & COMPANY LAW OFFICES, LLP
 One Ferry Building, Suite 355
 9 San Francisco, California 94111
 Telephone: (415) 788-8200
 10 Facsimile: (415) 788-8208
 Email: staylor@tcolaw.com
 11 Email: jpatchen@tcolaw.com

12 *Attorneys for Plaintiffs Sharp Electronics Corporation,*
 and
 13 *Sharp Electronics Manufacturing Company of America, Inc.*

14 UNITED STATES DISTRICT COURT
 15 NORTHERN DISTRICT OF CALIFORNIA
 16 SAN FRANCISCO DIVISION

17 In re: CATHODE RAY TUBE (CRT)
 18 ANTITRUST LITIGATION

Case No. 07-5944 SC

MDL No. 1917

19 This Document Relates to:

20 *Sharp Electronics Corporation, et al. v. Hitachi, Ltd.*
 21 *et al.*, Case No. 3:13-cv-01173-SC

Individual Case No. 3:13-cv-01173-SC

**SHARP'S RESPONSES TO
 SAMSUNG SDI AMERICA, INC.'S
 FIRST SET OF REQUESTS FOR
 PRODUCTION**

23 PROPOUNDING PARTY:

Samsung SDI America, Inc. ("SDIA")

24 RESPONDING PARTIES:

Sharp Electronics Corporation and Sharp

Electronics Manufacturing Company of America,

Inc. (collectively "Sharp" or "Plaintiffs")

27 SET NO.:

ONE

1 Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure and Rule 34.1 of the
2 Local Rules of the Northern District of California, Sharp Electronics Corporation and Sharp
3 Electronics Manufacturing Company of America, Inc., (collectively, "Sharp") hereby respond to
4 Samsung SDI America, Inc.'s (the "Defendant") First Set of Requests for Production of
5 Documents, dated January 13, 2014 (the "Requests for Production") as follows:

6 **GENERAL OBJECTIONS**

7 The following general objections ("General Objections") are incorporated in Sharp's
8 responses ("Responses") to each and every request for production contained in the Requests for
9 Production. No Response to any request for production shall be deemed a waiver of Sharp's
10 General Objections.

11 1. Sharp objects to the Requests for Production to the extent that they seek to impose
12 obligations on Sharp beyond those imposed by the Federal Rules of Civil Procedure, the Local
13 Civil Rules of the Northern District of California, or any applicable order of this Court.

14 2. Sharp objects to the Requests for Production to the extent that they seek or call for the
15 production of documents or information protected from disclosure by the attorney-client
16 privilege, the attorney work product doctrine, or any other privilege, protection, or immunity
17 applicable under the governing law. Any information disclosed pursuant to the Requests for
18 Production will be disclosed without waiving, but on the contrary reserving and intending to
19 reserve, each of these privileges, protections, or immunities. Any accidental disclosure of
20 privileged information shall not be deemed a waiver of the applicable privilege, protection, or
21 immunity.

22 3. Sharp objects to the Requests for Production to the extent that they are vague, ambiguous,
23 overly broad, unduly burdensome, and oppressive.

24 4. Sharp objects to the Requests for Production to the extent that they seek or call for the
25 production of documents or information that is neither relevant to this litigation, nor reasonably
26 calculated to lead to the discovery of admissible evidence. Further, these Responses and
27 Objections are without prejudice to, and not a waiver of, Sharp's right to contend at trial or
28

1 otherwise in this action that such information is irrelevant, immaterial, inadmissible, or not a
2 proper basis for discovery, nor any objection by Sharp to any future use of such information.

3 5. Sharp objects to the Requests for Production to the extent that they are duplicative and
4 cumulative of other discovery propounded in this case.

5 6. Sharp objects to the time period specified in the Requests for Production for production
6 of documents as unduly burdensome and oppressive, and Sharp will produce documents on a
7 rolling basis.

8 7. Sharp objects to the Requests for Production to the extent they seek or call for production
9 of documents created during a vague, overbroad, or undefined period of time. Unless otherwise
10 specified, Sharp will produce documents that were created during the period of March 1, 1995 to
11 December 31, 2007.

12 8. Sharp objects to the Requests for Production to the extent that they prematurely call for
13 expert testimony and evidence and states that Sharp will provide expert disclosures as provided
14 by the Federal Rules of Civil Procedure, and upon the schedule stipulated by the parties in this
15 action.

16 9. Sharp's investigation of this case is ongoing and discovery in this matter remains open
17 until at least September 5, 2014. These responses are being made after reasonable inquiry into
18 the relevant facts, and are based only upon the information and documentation that is presently
19 known to Sharp. Further investigation and discovery may result in the identification of
20 additional information, and Sharp reserves the right to modify its responses. Sharp's responses
21 should not be construed to prejudice its right to conduct further investigation in this case, or to
22 limit its use of any additional evidence that may be developed.

23 10. Sharp objects to the Requests for Production as unduly burdensome to the extent that they
24 require Sharp to search for, locate, and produce "all" documents related to the information
25 requested. Sharp will instead conduct a reasonable search for potentially relevant documents
26 responsive to unobjectionable portions of the Requests for Production, as indicated in the
27 specific responses below.

11. Any production of information or documents will be subject to the Stipulated Protective Order entered in this action (Dkt. No. 306).

12. Sharp reserves the right to object to and/or challenge any evidence on grounds of competency, relevance, materiality, privilege, or admissibility at trial or at any hearing or proceeding with respect to any documents sought by the Requests and all answers Sharp provides in response to these requests.

OBJECTIONS TO CERTAIN DEFINITIONS AND INSTRUCTIONS

DEFINITION NO. 4:

“CONTROL” or “CONTROLLED” means to exercise restraint or direction over; dominate, regulate or command, or to have the power or authority to guide or manage. *See In re ATM Fee Antitrust Litig.*, 686 F.3d 741, 757 (9th Cir. 2012).

OBJECTIONS TO DEFINITION NO. 4:

Sharp objects to Definition No. 4 as vague, ambiguous and overbroad as defined. Sharp further objects to the extent this Definition calls for a legal conclusion, and to the extent it is inconsistent with Ninth Circuit precedent and this Court’s prior rulings in this matter.

DEFINITION NO. 5:

“CRT” as used herein refers to CPTs and CDTs, as defined in Paragraph 3 of the COMPLAINT.

OBJECTIONS TO DEFINITION NO. 5:

Sharp objects to Definition No. 5 to the extent that it mischaracterizes Sharp’s Complaint. Sharp interprets the term “CRTs” as defined in its complaint as “CPTs and CDTs of all sizes.”

DEFINITION NO. 6:

“CRT PRODUCT” as used herein refers to electronic devices containing CDTs (such as monitors) and CPTs (such as televisions), as described in Paragraph 3 of the COMPLAINT.

OBJECTIONS TO DEFINITION NO. 6:

Sharp objects to Definition No. 6 to the extent that it mischaracterizes and is inconsistent with the definition of CRT Products in paragraph 3 of the Complaint. For purposes of these

1 **REQUEST FOR PRODUCTION NO. 4:**

2 All settlement agreements between YOU and any other PERSON RELATED TO any of
3 the claims asserted in the COMPLAINT.

4 **RESPONSE FOR PRODUCTION NO. 4:**

5 Sharp refers to and incorporates its General Objections as if set forth fully herein. Sharp
6 specifically objects to this Request on the grounds that it is overly broad, unduly burdensome,
7 and oppressive. Sharp further objects to this request to the extent that it seeks or calls for the
8 production of documents protected from disclosure by the attorney-client privilege, the attorney
9 work product doctrine, or any other privilege, protection, or immunity applicable under
10 governing law. Sharp further objects to this request on the grounds that it seeks documents that
11 are protected by Federal Rule of Evidence 408. Sharp also objects to this Request to the extent
12 that it seeks or calls for the production of documents or information not in Sharp's possession,
13 custody, or control. Sharp further objects to this Request to the extent that it calls for the
14 production of documents or information not relevant, material or necessary to this action and,
15 thus, not reasonably calculated to lead to the discovery of admissible evidence.

EXHIBIT G

Eliot A. Adelson (State Bar No. 205284)
James Maxwell Cooper (State Bar No. 284054)
KIRKLAND & ELLIS LLP
555 California Street, 27th Floor
San Francisco, CA 94104
Telephone: (415) 439-1400
Facsimile: (415) 439-1500
Email: eadelson@kirkland.com
Email: max.cooper@kirkland.com

James H. Mutchnik, P.C. (*pro hac vice*)
Kate Wheaton (*pro hac vice*)
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
Email: jmutchnik@kirkland.com
Email: kate.wheaton@kirkland.com

Attorneys for Defendant
HITACHI AMERICA, LTD.

Additional Counsel Listed on Signature Page

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In Re CATHODE RAY TUBE (CRT)
ANTITRUST LITIGATION

Master File No. 3:07-cv-05944-SC

MDL No. 1917

Individual Case No. 3:12-cv-02649-SC

This Document Relates To:

The Schultze Agency Services, LLC on behalf of
Tweeter Opco, LLC and Tweeter Newco, LLC
Actions

**HITACHI AMERICA, LTD. AND
SAMSUNG SDI CO., LTD.'S FIRST SET
OF REQUESTS FOR PRODUCTION OF
DOCUMENTS TO THE SCHULTZE
AGENCY SERVICES, LLC ON BEHALF
OF TWEETER OPCO, LLC AND
TWEETER NEWCO, LLC**

PROPOUNDING PARTIES: Defendants Hitachi America, Ltd. and Samsung SDI Co., Ltd.

RESPONDING PARTIES: The Schultze Agency Services, LLC on behalf of Tweeter Opco, LLC and Tweeter Newco, LLC

SET NO. ONE

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Defendants Hitachi America, Ltd. (“Hitachi”) and Samsung SDI Co., Ltd. (“Samsung”) hereby requests that Plaintiffs the Schultze Agency Services, LLC on behalf of Tweeter Opco, LLC and Tweeter Newco, LLC in the above-captioned action (“Plaintiffs”) produce for inspection and copying each of the documents and other things described below at the offices of Kirkland & Ellis LLP, Attn: Eliot Adelson, 555 California Street, 27th Floor, San Francisco, CA 94104, within thirty (30) days after the date of the service hereof.

DEFINITIONS

1. “YOU,” “YOUR” and “YOURSELF” mean the Plaintiffs responding to these requests, as well as any employees, agents, attorneys, representatives, or other persons acting or purporting to act on behalf of the responding Plaintiff.

2. “COMPLAINT” means the First Amended Complaint filed by Schultze Agency Services, LLC on behalf of Tweeter Opco, LLC and Tweeter Newco, LLC in the Northern District of California, Case No. 3:12-cv-02649, MDL No. 1917, on or about October 3, 2013.

3. “CO-CONSPIRATOR” has the same meaning as in the COMPLAINT.

4. “CONTROL” or “CONTROLLED” means to exercise restraint or direction over; dominate, regulate or command, or to have the power or authority to guide or manage. *See In re ATM Fee Antitrust Litig.*, 686 F.3d 741, 757 (9th Cir. 2012).

5. “CRT” as used herein refers to CPTs and CDTs, as defined in Paragraph 2 of the COMPLAINT.

6. “CRT PRODUCT” as used herein refers to electronic devices containing CDTs (such as monitors) and CPTs (such as televisions), as described in Paragraph 2 of the COMPLAINT.

7. “CPT PRODUCTS” means finished products containing CPTs, such as CRT televisions.

1 8. “CDT PRODUCTS” means finished products containing CDTs, such as CRT
2 monitors.

3 9. “DEFENDANTS” means the entities enumerated in paragraphs 23 through 66 of the
4 COMPLAINT.

5 10. “EVIDENCE” means documents or percipient witness statements or testimony.

6 11. “OWN” or “OWNED,” when unmodified, means majority ownership. However, the
7 terms “partially-owned” or “wholly-owned” have the same meanings as in the COMPLAINT.

8 12. “RELEVANT PERIOD” means March 1, 1995 through November 25, 2007, as
9 defined in paragraph 1 of the COMPLAINT.

10 13. To “IDENTIFY” means, with respect to a DOCUMENT, to state the Bates number;
11 or if the DOCUMENT has no Bates number, then to state the: (i) type of DOCUMENT, (ii) general
12 subject matter; (iii) date of the DOCUMENT; (iv) the author(s), addressee(s) and recipient(s).

13 14. “PERSON” means any individual or group of individuals, corporation partnership,
14 association, governmental entity, department, commission, bureau or other kind of legal or business
15 entity.

16 15. “RELATED TO” means concerning, referring to, alluding to, responding to,
17 connected with, commenting on, in respect of, about, regarding, explaining, supporting, discussing,
18 showing, describing, reflecting, analyzing, constituting, or setting forth, or having any logical or
19 factual connection whatsoever with the subject matter in question.

20 16. The words “and” and “or” shall be construed in the conjunctive or disjunctive,
21 whichever makes the requests more inclusive.

22 17. All nouns in the singular or plural shall be construed in the singular or plural,
23 whichever makes the requests more inclusive.

24 18. The use of the past tense of any verb shall include the present tense and vice versa.

25 19. The word “any” shall be construed to include “all” and vice versa.

INSTRUCTIONS

1
2 1. YOU are required to produce all DOCUMENTS in the manner, form and position in
3 which they are kept in the ordinary course of business, as required by the Federal Rules of Civil
4 Procedure, including, where applicable, any index tabs, file dividers, designations or other
5 information as to the location of the DOCUMENTS.

6 2. If YOU cannot respond to a request for production fully, after a diligent attempt to
7 obtain the requested information, YOU must answer the request to the extent possible, specify the
8 portion of the request YOU are unable to answer, and provide whatever information YOU have
9 regarding the answered portion.

10 3. In the event that any requested DOCUMENT has been destroyed, lost, discarded or is
11 otherwise no longer in YOUR possession, custody, or control, YOU shall IDENTIFY the
12 DOCUMENT as completely as possible and specify the date, manner and reason the DOCUMENT
13 was disposed, the PERSON who authorized the disposal, and the PERSON who disposed of the
14 DOCUMENT.

15 4. In the event any information is withheld on a claim of attorney-client privilege, work-
16 product doctrine, or any other applicable privilege, YOU shall provide a privilege log that includes
17 at least the following information: the nature of the information contained in the withheld
18 DOCUMENT, the DOCUMENT date, source, and subject matter, the author(s) and recipient(s),
19 such as would enable the privilege claim to be adjudicated, and any authority that YOU assert
20 supports any claim of privilege.

21 **REQUESTS FOR PRODUCTION OF DOCUMENTS**

22 **REQUEST FOR PRODUCTION NO. 1:**

23 All DOCUMENTS referenced in YOUR response to Defendants Hitachi America, Ltd. and
24 Samsung SDI Co., Ltd.'s First Set of Interrogatories.

25 **REQUEST FOR PRODUCTION NO. 2:**

26 All DOCUMENTS RELATED TO any assignment by any other PERSON to YOU of any
27 claim asserted in the COMPLAINT.
28

REQUEST FOR PRODUCTION NO. 3:

All DOCUMENTS RELATED TO any formal or informal DOCUMENT retention policies or practices that YOU adopted or followed at any time from March 1, 1995 to and including the present.

REQUEST FOR PRODUCTION NO. 4:

All settlement agreements between YOU and any other PERSON RELATED TO any of the claims asserted in the COMPLAINT.

DATED: January 15, 2014

By: /s/ Eliot A. Adelson

Eliot A. Adelson (State Bar No. 205284)
James Maxwell Cooper (State Bar No. 284054)
KIRKLAND & ELLIS LLP
555 California Street, 27th Floor
San Francisco, CA 94104
Telephone: (415) 439-1400
Facsimile: (415) 439-1500
Email: eadelson@kirkland.com
Email: max.cooper@kirkland.com

Attorneys for Defendant,
HITACHI AMERICA, LTD.

DATED: January 15, 2014

By: /s/ Gary L. Halling

Gary L. Halling (SBN 66087)
James L. McGinnis (SBN 95788)
Michael Scarborough (SBN 203524)
SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP
Four Embarcadero Center, 17th Floor
San Francisco, CA 94111-4109
Telephone: (415) 434-9100
Facsimile: (415) 434-3947

Attorneys for Defendant,
SAMSUNG SDI CO., LTD.

William A. Isaacson
BOIES, SCHILLER & FLEXNER LLP
5301 Wisconsin Ave. NW, Suite 800
Washington, D.C. 20015
Telephone: (202) 237-2727
Facsimile: (202) 237-6131
Email: wisaacson@bsflp.com

Philip J. Iovieno
Anne M. Nardacci
BOIES, SCHILLER & FLEXNER LLP
30 South Pearl Street, 11th Floor
Albany, NY 12207
Telephone: (518) 434-0600
Facsimile: (518) 434-0665
Email: piovieno@bsflp.com
anardacci@bsflp.com

Counsel for Plaintiff Schultze Agency Services, LLC

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re: CATHODE RAY TUBE (CRT)
ANTITRUST LITIGATION

This Document Relates To Individual Case No.
3:12-cv-02649-SC (N.D. Cal.)

Case No. 3:12-cv-02649-SC

Master File No. 3:07-cv-05944-SC (N.D. Cal.)

MDL No. 1917

SCHULTZE AGENCY SERVICES,
LLC ON BEHALF OF TWEETER OPCO,
LLC AND TWEETER NEWCO, LLC
ACTIONS,

Plaintiff,

vs.

HITACHI, AMERICA, LTD., AND
SAMSUNG SDI CO., LTD.,

Defendants.

**SCHULTZE AGENCY SERVICES, LLC'S
(TWEETER) OBJECTIONS AND
RESPONSES TO HITACHI AMERICA,
LTD.'S AND SAMSUNG SDI CO., LTD.'S
FIRST SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS**

1 **PROPOUNDING PARTIES:** Hitachi America, Ltd. and Samsung SDI Co., Ltd.

2 **RESPONDING PARTY:** Schultze Agency Services, LLC on behalf of Tweeter Opco,
3 LLC and Tweeter Newco, LLC

4 **SET:** One

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure and Rule 34.1 of the Local Rules of the Northern District of California, Plaintiff Schultze Agency Services, LLC on behalf of Tweeter Opco, LLC and Tweeter Newco, LLC (“Plaintiff”) hereby responds to Hitachi America, Ltd.’s and Samsung SDI Co., Ltd.’s (“Defendants”) First Requests for Production of Documents to Plaintiff, dated January 15, 2014, (collectively, the “Requests for Production”) including the “Instructions” and “Definitions” contained therein, as follows:

GENERAL OBJECTIONS

The following general objections (“General Objections”) are incorporated in Plaintiff’s responses (“Responses”) to each and every request for production contained in the Requests for Production. No Response to any request for production shall be deemed a waiver of Plaintiff’s General Objections.

1. Plaintiff objects to the Requests for Production to the extent that they seek to impose obligations on Plaintiff beyond those imposed by the Federal Rules of Civil Procedure, the Local Civil Rules of the Northern District of California, or any applicable order of this Court.
2. Plaintiff objects to the Requests for Production to the extent that they seek or call for the production of documents or information already in the possession, custody, or control of Defendants.
3. Plaintiff objects to the Requests for Production to the extent that they seek or call for the production of documents or information that can equally or more readily be obtained by Defendants from public sources.
4. Plaintiff objects to the Requests for Production to the extent that that they seek or call for the production of documents or information that can more readily, conveniently, and in a less burdensome fashion be obtained by Defendants from others.
5. Plaintiff objects to the Requests for Production to the extent that that they seek or call for the production of documents or information not in Plaintiff’s possession, custody, or control.
6. Plaintiff objects to the Requests for Production to the extent that that they seek or call for the production of documents or information protected from disclosure by the attorney-client privilege, the attorney work product doctrine, or any other privilege, protection, or immunity

1 applicable under the governing law. Any information disclosed pursuant to the Requests for
2 Production will be disclosed without waiving, but on the contrary reserving and intending to
3 reserve, each of these privileges, protections, or immunities. Any accidental disclosure of
4 privileged information or material shall not be deemed a waiver of the applicable privilege,
5 protection, or immunity.

6 7. Plaintiff objects to the Requests for Production to the extent that they are unintelligible,
7 vague, ambiguous, overly broad, unduly burdensome, and oppressive.

8 8. Plaintiff objects to the Requests for Production to the extent that they seek or call for the
9 production of documents or information that is not relevant, material or necessary to this action
10 and, thus, not reasonably calculated to lead to the discovery of admissible evidence.

11 9. Plaintiff objects to the Requests for Production to the extent that they are duplicative and
12 cumulative.

13 10. Plaintiff objects to the Requests for Production, including the instructions and definitions,
14 on the grounds that Plaintiff will incur substantial expense complying with them.

15 11. Plaintiff objects to the time period specified in the Requests for Production as unduly
16 burdensome and oppressive, and will produce documents on a rolling basis. Plaintiff further
17 objects to producing documents that were not created during the period of March 1, 1995 to
18 November 25, 2007.

19 12. Plaintiff objects to the Requests for Production to the extent that they prematurely call for
20 expert testimony and state that Plaintiff will provide expert disclosures as provided by the
21 Federal Rule of Civil Procedure.

22 13. Plaintiff has not completed its discovery and preparation in this matter, and its
23 investigation of this case is ongoing. These responses are being made after reasonable inquiry
24 into the relevant facts, and are based only upon the information and documentation that is
25 presently known to Plaintiff. Further investigation and discovery may result in the identification
26 of additional documents or information, and Plaintiff reserves the right to amend or supplement
27 its responses. Plaintiff's responses and production should not be construed to prejudice its right
28

1 to conduct further investigation in this case, or to limit its use of any additional evidence that
2 may be developed.

3 14. Plaintiff objects to the Requests for Production as unduly burdensome to the extent that
4 they require Plaintiff to search for, locate, and produce “all” documents related to the
5 information requested. Plaintiff will conduct a reasonably diligent search for potentially relevant
6 documents.

7 15. Any production of information or documents will be subject to the Stipulated Protective
8 Order entered in this action (Dkt. No. 306).

9 **OBJECTIONS AND RESPONSES TO REQUESTS FOR PRODUCTION**

10 **REQUEST NO. 1:**

11 All DOCUMENTS referenced in YOUR response to Defendants Hitachi America, Ltd.
12 and Samsung SDI Co., Ltd.’s First Set of Interrogatories.

13 **RESPONSE TO REQUEST NO. 1:**

14 Plaintiff refers to and incorporates its General Objections as if set forth fully herein.
15 Plaintiff specifically objects to this Request on the grounds that it is overly broad, unduly
16 burdensome, and oppressive. Plaintiff further objects to this Request to the extent that it seeks or
17 calls for the production of documents protected from disclosure by the attorney-client privilege,
18 the attorney work product doctrine, or any other privilege, protection, or immunity applicable
19 under the governing law. Plaintiff further objects to this Request on the grounds that it is
20 premature, and that it seeks to impose an undue burden on Plaintiff to state its entire case on an
21 incomplete record and review and analyze all information obtained in discovery thus far at this
22 stage of this litigation, many months before the agreed-upon fact discovery deadline. Plaintiff
23 also objects to this Request to the extent that it calls for the production of documents or
24 information not relevant, material or necessary to this action and, thus, not reasonably calculated
25 to lead to the discovery of admissible evidence.

26 Subject to and notwithstanding the foregoing objections, Plaintiff states that it will
27 produce any responsive, non-privileged documents referenced in its Responses to Defendants’
28 First Set of Interrogatories.

1 relevant, material or necessary to this action and, thus, not reasonably calculated to lead to the
2 discovery of admissible evidence.

3 Subject to and notwithstanding the foregoing objections, Plaintiff will produce
4 responsive, non-privileged documents created during the period March 1, 1995 to and including
5 the present, to the extent that such documents exist, are reasonably available, and are kept in the
6 ordinary course of business.

7 **REQUEST NO. 4:**

8 All settlement agreements between YOU and any other PERSON RELATED TO any of
9 the claims asserted in the COMPLAINT.

10 **RESPONSE TO REQUEST NO. 4:**

11 Plaintiff refers to and incorporates its General Objections as if set forth fully herein.
12 Plaintiff specifically objects to this Request on the grounds that it is overly broad, unduly
13 burdensome, and oppressive. Plaintiff further objects to this request to the extent that it seeks or
14 calls for the production of documents protected from disclosure by the attorney-client privilege,
15 the attorney work product doctrine, or any other privilege, protection, or immunity applicable
16 under the governing law. Plaintiff further objects to this request on the grounds that it seeks
17 documents that are protected by Federal Rule of Evidence 408. Plaintiff also objects to this
18 Request to the extent that that it seeks or calls for the production of documents or information
19 not in Plaintiff's possession, custody, or control. Plaintiff further objects to this Request for
20 Production to the extent that it calls for the production of documents or information not relevant,
21 material or necessary to this action and, thus, not reasonably calculated to lead to the discovery
22 of admissible evidence.

23
24 DATED: February_18, 2014

_____/s/ Philip J. Iovieno

25 Philip J. Iovieno
26 Anne M. Nardacci
27 BOIES, SCHILLER & FLEXNER LLP
28 30 South Pearl Street, 11th Floor
Albany, NY 12207
Telephone: (518) 434-0600
Facsimile: (518) 434-0665
Email: piovieno@bsflp.com

EXHIBIT H

DAVID L. YOHAI (*pro hac vice*)
ADAM C. HEMLOCK (*pro hac vice*)
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153-0119
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
E-mail: david.yohai@weil.com

GREGORY D. HULL (57367)
WEIL, GOTSHAL & MANGES LLP
201 Redwood Shores Parkway
Redwood Shores, California 94065-1175
Telephone: (650) 802-3000
Facsimile: (650) 802-3100
E-mail: greg.hull@weil.com

Attorneys for Defendant Panasonic Corporation (f/k/a Matsushita Electric Industrial Co., Ltd.)

Additional Counsel Listed on Signature Pages

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

**In Re CATHODE RAY TUBE (CRT)
ANTITRUST LITIGATION**

No.: M-07-5944 SC—MDL NO. 1917

**DEFENDANTS PANASONIC
CORPORATION'S AND LG
ELECTRONICS, INC.'S
FIRST SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS TO
BEST BUY PLAINTIFFS**

This Document Relates to:

BEST BUY ACTION
11-cv-05513 SC

PROPOUNDING PARTIES:

Defendants Panasonic Corporation (f/k/a Matsushita Electric Industrial Co., Ltd.) and LG Electronics, Inc.

RESPONDING PARTY:

Best Buy Co., Inc., Best Buy Purchasing LLC, Best Buy Enterprise Services, Inc., Best Buy Stores, L.P., Bestbuy.com, L.L.C., and Magnolia Hi-Fi, Inc.

SET NO.:

ONE

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Defendants Panasonic Corporation (f/k/a Matsushita Electric Industrial Co., Ltd.) and LG Electronics, Inc. (“LG Electronics, Inc.”) hereby request that each of the Responding Parties named above produce for inspection and copying each of the documents and other things described below at the offices of Weil Gotshal & Manges LLP, Attn: Adam Hemlock, 767 Fifth Avenue, New York, New York 10153, within thirty (30) days after the date of the service hereof.

I.

DEFINITIONS AND INSTRUCTIONS

1. “You” and “Your” means the Plaintiff responding to these requests for production, its predecessors in interest, divisions, successors, and assigns, the present and former officers, directors, employees, attorneys, agents, and representatives of any of the above, and all persons acting or purporting to act on its behalf. “You” or “Your” includes, but is not limited to, all entities who assigned their claims to You.

2. “Document” is used in the broadest possible sense as interpreted under the Federal Rules of Civil Procedure and shall include, without limitation, any kind of written, typewritten, or printed material whatsoever, and any computer hard drive or computer readable media, including, without limitation, papers, agreements, contracts, notes, memoranda, presentations, presentation materials, Communications, letters, telegrams, messages sent to or received from a wireless device, electronic mail, statements, invoices, personal diaries, records, books, maps, blueprints, forms, transcriptions, CDs, DVDs, floppy discs, magnetic tapes, recordings, translations to any language, printed cards, programming instructions, assembly diagrams, schematic diagrams, and manuals either in Your possession or custody or under Your control, and shall include, without limitation, originals, file copies, and other copies, no matter how or by whom prepared, and all drafts prepared in connection with any such writings, whether used or not, regardless of whether the Document still exists, and regardless of who has maintained custody of such Documents.

3. “Communications” means any and all written, oral, telephonic, or other utterances of any nature whatsoever, shared, shown, and/or transferred between and/or among any Person(s),

1 including, but not limited to, any statements, inquiries, discussions, conversations, dialogues,
2 correspondence, consultations, negotiations, agreements, understandings, meetings, letters,
3 emails, faxes, notations, telegrams, advertisements, interviews and all other Documents as herein
4 defined.

5 4. “Interrogatories” refers to the interrogatories enumerated in Panasonic Corporation
6 and LG Electronics, Inc.’s First Set of Interrogatories to Plaintiffs Best Buy Co., Inc., Best Buy
7 Purchasing LLC, Best Buy Enterprise Services, Inc., Best Buy Stores, L.P., Bestbuy.com, L.L.C.,
8 and Magnolia Hi-Fi, Inc., served concurrently herewith.

9 5. “Complaint” means the Complaint filed by Best Buy Co., Inc., Best Buy
10 Purchasing LLC, Best Buy Enterprise Services, Inc., Best Buy Stores, L.P., Bestbuy.com, L.L.C.,
11 and Magnolia Hi-Fi, Inc., on November 14, 2011 in Case No. 3:11-cv-05513-SC.

12 6. “CRT(s)” refers to cathode ray tubes and “CRT Product(s)” refers to products
13 containing cathode ray tubes.

14 7. “Defendants” means the entities enumerated by paragraphs 25 through 61 of the
15 Complaint.

16 8. “OEM” means any non-Defendant original equipment manufacturer, as defined in
17 paragraph 91 of the Complaint.

18 9. “Person” means any individual or group of individuals, corporation, partnership,
19 association, governmental entity, department, commission, bureau or any other kind of legal or
20 business entity.

21 10. When referring to a Person, “Identity” or “Identify” means, to the extent known,
22 the Person’s full name, present or last known address, and when referring to a natural Person,
23 additionally, the present or last known place of employment. Once a Person has been identified
24 in accordance with this subparagraph, only the name of the Person need be listed in response to
25 subsequent discovery requesting the identification of that Person.
26
27
28

1 11. When referring to a Document, “Identity” or “Identify” means, to the extent
2 known, the (i) type of document; (ii) general subject matter; (iii) date of the document; and (iv)
3 author(s), addressee(s) and recipient(s).

4 12. “Relevant Period” means the time frame alleged in paragraph 1 of the Complaint,
5 i.e., March 1, 1995 to November 25, 2007.

6 13. You are required to produce all Documents in the manner, form and position in
7 which they are kept in the ordinary course of business, as required by the Federal Rules of Civil
8 Procedure, including, where applicable, any index tabs, file dividers, designations, or other
9 information as to the location of the Documents.

10 14. If You cannot respond to a request for production fully, after a diligent attempt to
11 obtain the requested information, You must answer the request to the extent possible, specify the
12 portion of the request You are unable to answer, and provide whatever information You have
13 regarding the answered portion.

14 15. In the event that any requested Document has been destroyed, lost, discarded or is
15 otherwise no longer in Your possession, custody, or control, You shall Identify the Document as
16 completely as possible and specify the Document’s disposal date, disposal manner, disposal
17 reason, the Person who authorized the disposal, and the Person who disposed of the Document.

18 16. In the event any information is withheld on a claim of attorney-client-privilege,
19 work-product doctrine, or any other applicable privilege, You shall provide a privilege log that
20 includes at least the following information: the nature of the information contained in the
21 withheld document, the document date, source, and subject matter, the author(s) and recipient(s),
22 such as would enable the privilege claim to be adjudicated, and any authority that You assert
23 supports any claim of privilege.

24 17. The words “concerning,” “regarding,” “reflecting,” “referring to” and/or “relating
25 to” mean describing, discussing, constituting, containing, considering, embodying, evaluating,
26 mentioning, memorializing, supporting, collaborating, demonstrating, proving, evidencing,
27
28

1 showing, refuting, disputing, rebutting, regarding, controverting, contradicting, made in
2 connection with or by reason of, or derived or arising therefrom.

3 18. The word “and” shall be construed to include “or” and vice versa.

4 19. The word “any” shall be construed to include “all” and vice versa.

5
6 **II.**

7 **REQUESTS FOR PRODUCTION OF DOCUMENTS**

8 **REQUEST NO. 1:**

9 All Documents You Identified or were requested to Identify in response to the
10 Interrogatories served herewith.

11 **REQUEST NO. 2:**

12 All Documents concerning any CRTs or CRT Products purchased by You or on
13 Your behalf from Defendants during the Relevant Period, including Documents evidencing for
14 each CRT or CRT Product:

- 15 a. the date and place of purchase of the CRT or CRT Product, including the place(s)
16 where the CRT or CRT Product was manufactured, shipped from, shipped to,
17 stored, and/or invoiced;
- 18 b. the Person or entity from whom You purchased each CRT or CRT Product;
- 19 c. the Identities of the Persons involved in the negotiations and ordering of each CRT
20 or CRT Product, including where any such negotiations were conducted;
- 21 d. the quantity of each purchase if a purchase included more than one CRT or CRT
22 Product;
- 23 e. the manufacturer of each CRT or CRT Product, including where each CRT or
24 CRT Product was manufactured;
- 25 f. any Person who bought or sold the CRT or CRT Product before You purchased the
26 CRT or CRT Product;
- 27 g. the list price of each CRT or CRT Product;
- 28 h. store or manufacturer discounts, coupons, rebates, refunds, dividends, shipping or
volume related discounts, or other price adjustments applied to the price of each
CRT or CRT Product and their amount;

REQUEST NO. 5:

For each purchase or potential purchase by You of any CRT or CRT Product, all contracts, purchase orders, agreements or memoranda of understanding or any other Document that contains any term or condition of sale, including all exclusive contracts, master purchase agreements, purchase orders, invoices, cost-plus contracts and most-favored-nation contracts, and purchase order acknowledgements.

REQUEST NO. 6:

All Documents relating to negotiations or Communications regarding offers, price quotes, price lists, rebates, discounts, price reductions, credits or other terms and conditions of Your sales of CRT Products.

REQUEST NO. 7:

All Documents relating to the negotiation or interpretation of any purchase order, contract, agreement, or terms of sale between You and any Defendant relating to CRTs and CRT Products, including Documents relating to which terms or agreements govern which transactions.

REQUEST NO. 8:

For each purchase or potential purchase by You of any CRT or CRT Product, all Documents relating to any efforts to consider alternative items or products before the purchase was made, including all Documents relating to (a) any alternative items or products considered, (b) the price of such items or products, and (c) any factors related to the decision not to purchase the alternative item or product.

REQUEST NO. 9:

All Documents relating to any decision to purchase CRT Products instead of or as an alternative to liquid crystal display or plasma display products, including all Documents relating to (a) any liquid crystal display or plasma display products considered, (b) the price of such items or products, and (c) any factors related to the decision not to purchase the liquid crystal display or plasma display product.

ROBINS, KAPLAN, MILLER & CIRESI L.L.P.
 Roman M. Silberfeld, Bar No. 62783
 RMSilberfeld@rkmc.com
 David Martinez, Bar No. 193183
 DMartinez@rkmc.com
 2049 Century Park East, Suite 3400
 Los Angeles, CA 90067-3208
 Telephone: 310-552-0130
 Facsimile: 310-229-5800

Attorneys for Plaintiffs

BEST BUY CO., INC.; BEST BUY PURCHASING
 LLC; BEST BUY ENTERPRISE SERVICES, INC.;
 BEST BUY STORES, L.P.; BESTBUY.COM,
 LLC.; MAGNOLIA HI-FI, INC.

**UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA**

IN RE: CATHODE RAY TUBE (CRT)
 ANTITRUST LITIGATION

Master File No. M:07-5994-SC
 MDL No. 1917

This Document Relates to
 Individual Case No. 3:11-cv-05513-SC

Case No. 3:11-cv-05513-SC

BEST BUY CO., INC.; BEST BUY
 PURCHASING LLC; BEST BUY
 ENTERPRISE SERVICES, INC.; BEST BUY
 STORES, L.P.; BESTBUY.COM, L.L.C.; and
 MAGNOLIA HI-FI, INC.,

Plaintiffs,

v.

HITACHI, LTD.; HITACHI DISPLAYS, LTD.;
 HITACHI AMERICA, LTD.; HITACHI ASIA,
 LTD.; HITACHI ELECTRONIC DEVICES
 (USA), INC.; SHENZHEN SEG HITACHI
 COLOR DISPLAY DEVICES, LTD.; IRICO
 GROUP CORPORATION; IRICO GROUP
 ELECTRONICS CO., LTD.; IRICO DISPLAY
 DEVICES CO., LTD.; LG ELECTRONICS,
 INC.; LG ELECTRONICS USA, INC.; LG
 ELECTRONICS TAIWAN TAIPEI CO., LTD.;
 LP DISPLAYS INTERNATIONAL LTD.;

(CONTINUED ON NEXT PAGE)

**PLAINTIFF'S RESPONSES TO
 DEFENDANTS PANASONIC
 CORPORATION'S AND LG
 ELECTRONICS, INC.'S FIRST SET
 OF REQUESTS FOR PRODUCTION
 OF DOCUMENTS**

PANASONIC CORPORATION; PANASONIC CORPORATION OF NORTH AMERICA; MT PICTURE DISPLAY CO., LTD.; BEIJING MATSUSHITA COLOR CRT CO., LTD.; KONINKLIJKE PHILIPS ELECTRONICS N.V.; PHILIPS ELECTRONICS NORTH AMERICA CORPORATION; PHILIPS ELECTRONICS INDUSTRIES (TAIWAN), LTD.; PHILIPS DA AMAZONIA INDUSTRIA ELECTRONICA LTDA.; SAMTEL COLOR LTD.; THAI CRT CO., LTD.; TOSHIBA CORPORATION; TOSHIBA AMERICA, INC.; TOSHIBA AMERICA CONSUMER PRODUCTS, LLC; TOSHIBA AMERICA ELECTRONIC COMPONENTS, INC.; TOSHIBA AMERICA INFORMATION SYSTEMS, INC.; CHUNGHWA PICTURE TUBES, LTD.; CHUNGHWA PICTURE TUBES (MALAYSIA); TATUNG COMPANY OF AMERICA, INC.,

Defendants.

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

GENERAL OBJECTIONS

Plaintiffs Best Buy Co., Inc.; Best Buy Purchasing LLC; Best Buy Enterprise Services, Inc.; Best Buy Stores, L.P.; BestBuy.com, L.L.C.; Magnolia Hi-Fi, Inc. (collectively “Best Buy”) assert and incorporate by reference the following General Objections to each Request for Production of Document (“Request(s)”). Reference to these General Objections in any specific Request shall not waive or otherwise limit the applicability of these General Objections to each and every Request.

1. Best Buy construes Defendants’ Requests as served on behalf of all defendants named in the Complaint (“Defendants”) and responds and objects accordingly.

2. Best Buy objects to Defendants’ “Definitions” to the extent that they impose burdens and obligations on Best Buy greater than or different from those authorized under the Federal Rules of Civil Procedure and the Local Rules of this Court and to the extent they purport to give meanings to words different from their ordinary English meaning or definitions set forth in the applicable statutes or rules.

1 3. Best Buy objects to each Request to the extent that it calls for information
2 protected by the attorney-client privilege, or that may be protected by any other privilege, such as
3 a joint defense or common interest privilege.

4 4. Best Buy objects to each Request to the extent that it seeks work product
5 information or documents prepared by Best Buy or its representatives or in furtherance of any
6 joint defense or common interest in anticipation of litigation or for trial.

7 5. Best Buy objects to each Request to the extent that it seeks information not
8 relevant to the claim or defense of any party to this litigation, or that it is not reasonably
9 calculated to lead to the discovery of admissible evidence.

10 6. Best Buy objects to each Request to the extent that it seeks information that is
11 vexatious or unduly burdensome to obtain.

12 7. Best Buy objects to each Request to the extent that it is ambiguous, vague, and
13 incomprehensible and/or fails to set forth with reasonable particularity the information requested.

14 8. Best Buy objects to the extent that each Request prematurely seeks expert
15 testimony and contention discovery.

16 9. Best Buy objects to each Request to the extent that it is overbroad and/or
17 repetitious, and to the extent that it seeks duplicative and/or cumulative information.

18 10. Best Buy objects to each Request to the extent that it seeks information that is
19 private, confidential, trade secret or proprietary information of itself or third parties. Best Buy
20 agrees to provide such information, subject to the other objections stated herein, with the consent
21 of or after an agreement has been made with interested third parties, or if such consent or
22 agreement cannot be obtained, after the entry of an order from the Court directing Best Buy to
23 release such information.

24 11. Best Buy objects to each Request to the extent that it seeks information that is
25 already in the possession, custody or control of Defendants and/or their counsel, or to the extent
26 that it seeks information that is available to Defendants from other sources with equivalent ease
27 and expense.
28

12. Best Buy further objects to the extent that the Requests call for information that Best Buy does not track or keep in the ordinary course of business, or that is not in Best Buy's possession, custody or control.

13. Best Buy objects to each Request for Overbreadth and Undue Burden to the extent that it is unlimited in time. Best Buy interprets the Requests as restricted to information or materials created or obtained in or around the time periods relevant to the alleged acts and omissions reasonably related to the claims and defense in the action.

14. Best Buy objects to the extent Defendants are drawing a distinction between CRTs and CRT Products. Best Buy is interpreting all requests related to CRTs to include its purchases of CRT Products, which contain CRTs.

15. Best Buy objects to the Requests to the extent that they seek expert opinion, as premature and expressly reserves the right to supplement, clarify, revise, or correct any or all responses to such requests, and to assert additional objections or privileges in accordance with the time period for exchanging expert reports.

16. The inadvertent or mistaken disclosure of information subject to the protection of the attorney-client privilege, work-product doctrine or other privilege shall not be deemed to constitute a waiver of such privilege or protection.

RESERVATIONS OF RIGHTS

1. In responding to these Requests, Best Buy states that it has conducted, or will conduct, a diligent search, reasonable in scope, of those files and records in its possession, custody, or control believed to be likely to contain information responsive to the document requests herein.

2. In the event that additional documents responsive to any of the Requests are later identified or brought to Best Buy's attention, Best Buy reserves the right to amend, revise, supplement, modify, or clarify the following objections and responses. Best Buy further reserves the right to complete its investigation and discovery of the facts, and to rely at trial or in other proceedings upon documents and information in addition to the information provided herein, regardless of whether such information is newly discovered or newly in existence.

3. Best Buy has responded to these Requests as it interprets and understands them. If Defendants subsequently assert an interpretation of any Request or response that differs from Best Buy's understanding, Best Buy reserves the right to supplement or amend its objections or responses.

4. Best Buy's responses to these Requests shall not constitute an admission by Best Buy that any of the document requests or responses thereto, or the documents produced in connection therewith, are admissible as evidence in any trial or other proceeding. Best Buy specifically reserves the right to object on any grounds, at any time, to the admission of any document request or any response or document produced in connection therewith in any such trial or other proceeding.

RESPONSES AND SPECIFIC OBJECTIONS

REQUEST NO. 1: All Documents You Identified or were requested to Identify in response to the Interrogatories served herewith.

RESPONSE:

Best Buy incorporates by reference its objections and responses to the Interrogatories.

REQUEST NO. 2: All Documents concerning any CRTs or CRT Products purchased by You or on Your behalf from Defendants during the Relevant Period, including Documents evidencing for each CRT or CRT Product:

a. the date and place of purchase of the CRT or CRT Product, including the place(s) where the CRT or CRT Product was manufactured, shipped from, shipped to, stored, and/or invoiced;

b. the Person or entity from whom You purchased each CRT or CRT Product;

c. the Identities of the Persons involved in the negotiations and ordering of each CRT or CRT Product, including where any such negotiations were conducted;

d. the quantity of each purchase if a purchase included more than one CRT or CRT Product;

e. the manufacturer of each CRT or CRT Product, including where each CRT or CRT Product was manufactured;

1 offers, price quotes, price lists, rebates, discounts, price reductions, credits or other terms and
2 conditions of Your sales of CRT Products.

3 **RESPONSE:**

4 In addition to Best Buy's General Objections, which Best Buy hereby incorporates by
5 reference, Best Buy specifically objects to this Request on the grounds that it is overbroad, unduly
6 burdensome, and seeks information that is not relevant to any claim or defense in this case. Best
7 Buy further objects to this Request on the grounds that the clause "other terms and conditions of
8 Your sales" is vague and ambiguous. Best Buy further objects that this Request calls for
9 production of documents and information equally available to Defendants. Best Buy objects to
10 the extent this Request calls from disclosure of privileged information. Subject to and without
11 waiving these objections, Best Buy offers to meet and confer with Defendants regarding the scope
12 of this request.

13 **REQUEST NO. 7:** All Documents relating to the negotiation or interpretation of any
14 purchase order, contract, agreement, or terms of sale between You and any Defendant relating to
15 CRTs and CRT Products, including Documents relating to which terms or agreements govern
16 which transactions.

17 **RESPONSE:**

18 In addition to Best Buy's General Objections, which Best Buy hereby incorporates by
19 reference, Best Buy specifically objects to this Request on the grounds that it is overbroad, unduly
20 burdensome, and seeks information that is not relevant to any claim or defense in this case. Best
21 Buy further objects to this Request on the grounds that the clause "terms of sale" is vague and
22 ambiguous. Best Buy further objects that this Request calls for production of documents and
23 information equally available to Defendants. Best Buy objects to the extent this Request calls
24 from disclosure of privileged information. Subject to and without waiving these objections, Best
25 Buy offers to meet and confer with Defendants regarding the scope of this request.

26 **REQUEST NO. 8:** For each purchase or potential purchase by You of any CRT or CRT
27 Product, all Documents relating to any efforts to consider alternative items or products before the
28 purchase was made, including all Documents relating to (a) any alternative items or products

EXHIBIT I

ARNOLD & PORTER LLP

SHARON D. MAYO (SBN 150469)
E-Mail: Sharon.Mayo@aporter.com
Three Embarcadero Center, Seventh Floor
San Francisco, California 94111-4024
Telephone: 415.471.3100
Facsimile: 415.471.3400

ERIC D. MASON (SBN 259233)
E-Mail: Eric.Mason@aporter.com
777 South Figueroa Street, Forty-Fourth Floor
Los Angeles, California 90017-5844
Telephone: 213.243.4000
Facsimile: 213.243.4199

DOUGLAS L. WALD (*Pro Hac Vice*)
Email: Douglas.Wald@aporter.com

JAMES L. COOPER (*Pro Hac Vice*)
Email: James.Cooper@aporter.com

WILSON D. MUDGE (*Pro Hac Vice*)
Email: Wilson.Mudge@aporter.com

YONGSANG KIM (*Pro Hac Vice*)
Email: YongSang.Kim@aporter.com

555 Twelfth Street, NW
Washington, DC 20004-1206
Telephone: 202.942.5000
Facsimile: 202.942.5999

Attorneys for Defendant LG Electronics, Inc.

[Additional defendant and counsel listed on signature page]

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

**IN RE: CATHODE RAY TUBE (CRT)
ANTITRUST LITIGATION**

Master File No. 3:07-cv-05944-SC
MDL No. 1917

This Document Relates To:

The Honorable Samuel Conti

*Alfred H. Siegel, as Trustee of the Circuit
City Stores, Inc. Liquidating Trust*
N.D. Cal. 11-cv-5502

**DEFENDANTS LG ELECTRONICS, INC.
AND PANASONIC CORPORATION OF
NORTH AMERICA'S FIRST SET OF
REQUESTS FOR PRODUCTION TO
PLAINTIFF CIRCUIT CITY TRUST**

1 PROPOUNDING PARTIES: Defendants LG Electronics, Inc., and Panasonic Corporation of
2 North America.

3 RESPONDING PARTY: Alfred H. Siegel, as Trustee of the Circuit City Stores, Inc.
4 Liquidating Trust

5 SET NUMBER: One

6 Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Defendants LG
7 Electronics, Inc., and Panasonic Corporation of North America hereby request that Plaintiff Alfred H.
8 Siegel, as Trustee for Circuit City Stores, Inc. Liquidating Trust ("Plaintiff" or "Circuit City Trust")
9 in the above-captioned action produce for inspection and copying each of the documents and other
10 things described below at the offices of Arnold & Porter LLP, Three Embarcadero Center, Seventh
11 Floor, San Francisco, California 94111-4024 (or at such other place as may be agreed upon by the
12 parties), within thirty (30) days after the date of the service hereof.

13 **DEFINITIONS AND INSTRUCTIONS**

14 1. "You" and "Your" means the Plaintiff responding to these requests for production, its
15 predecessors in interest, divisions, successors, and assigns, the present and former officers, directors,
16 employees, attorneys, agents, and representatives of any of the above, and all persons acting or
17 purporting to act on its behalf, including without limitation the Circuit City Stores Inc. Liquidating
18 Trust, as described in paragraph 10 of the Complaint. "You" and "Your" includes, but is not limited
19 to, all entities who assigned their claims to You.

20 2. "Documents" is used in the broadest possible sense as interpreted under the Federal
21 Rules of Civil Procedure and shall include, without limitation, any kind of written, typewritten, or
22 printed material whatsoever, and any computer hard drive or computer readable media, including,
23 without limitation, papers, agreements, contracts, notes, memoranda, presentations, presentation
24 materials, Communications, letters, telegrams, messages sent to or received from a wireless device,
25 electronic mail, statements, invoices, personal diaries, records, books, maps, blueprints, forms,
26 transcriptions, CDs, DVDs, floppy discs, magnetic tapes, recordings, translations to any language,
27 printed cards, programming instructions, assembly diagrams, schematic diagrams, and manuals either
28 in Your possession or custody or under Your control, and shall include, without limitation, originals,

1 file copies, and other copies, no matter how or by whom prepared, and all drafts prepared in
2 connection with any such writings, whether used or not, regardless of whether the Document still
3 exists, and regardless of who has maintained custody of such Documents.

4 3. "Communications" means any and all written, oral, telephonic, or other utterances of any
5 nature whatsoever, shared, shown, and/or transferred between and/or among any Person(s), including,
6 but not limited to, any statements, inquiries, discussions, conversations, dialogues, correspondence,
7 consultations, negotiations, agreements, understandings, meetings, letters, emails, faxes, notations,
8 telegrams, advertisements, interviews and all other Documents as herein defined.

9 4. "Interrogatories" refers to the interrogatories enumerated in the LGE Defendants' First
10 Set of Interrogatories to Plaintiff Circuit City Trust, served concurrently herewith.

11 5. "Complaint" means Plaintiff's Complaint in the above-captioned action, filed in the
12 United States District Court for the Northern District of California, Case No. 11-cv-5502, on
13 November 14, 2011.

14 6. "CRT(s)" refers to cathode ray tubes and "CRT Product(s)" refers to products
15 containing CRTs.

16 7. "Defendants" means the entities enumerated in paragraphs 23 through 69 of the
17 Complaint.

18 8. "OEM" means non-Defendant original equipment manufacturers, as defined in
19 paragraph 89 of the Complaint.

20 9. "Person" means any individual or group of individuals, corporation, partnership,
21 association, governmental entity, department, commission, bureau or any other kind of legal or
22 business entity.

23 10. When referring to a Person, "Identity" or "Identify" means, to the extent known, the
24 Person's full name, present or last known address, and when referring to a natural Person,
25 additionally, the present or last known place of employment. Once a Person has been Identified in
26 accordance with this subparagraph, only the name of the Person need be listed in response to
27 subsequent discovery requesting the identification of that Person.

28 11. When referring to a Document, "Identity" means, to the extent known, the (i) type of

1 document; (ii) general subject matter; (iii) date of the document; and (iv) author(s), addressee(s) and
2 recipient(s).

3 12. "Relevant Period" means the time frame alleged in paragraph 1 of the Complaint, *i.e.*,
4 March 1, 1995 to November 25, 2007.

5 13. You are required to produce all Documents in the manner, form and position in which
6 they are kept in the ordinary course of business, as required by the Federal Rules of Civil Procedure,
7 including, where applicable, any index tabs, file dividers, designations, or other information as to the
8 location of the Documents.

9 14. If You cannot respond to a request for production fully, after a diligent attempt to
10 obtain the requested information, You must answer the request to the extent possible, specify the
11 portion of the request You are unable to answer, and provide whatever information You have
12 regarding the answered portion.

13 15. In the event that any requested Document has been destroyed, lost, discarded or is
14 otherwise no longer in Your possession, custody, or control, You shall identify the document as
15 completely as possible and specify the document's disposal date, disposal manner, disposal reason,
16 the Person who authorized the disposal, and the Person who disposed of the document.

17 16. In the event any information is withheld on a claim of attorney-client-privilege, work-
18 product doctrine, or any other applicable privilege, You shall provide a privilege log that includes at
19 least the following information: the nature of the information contained in the withheld document, the
20 document date, source, and subject matter, the author(s) and recipient(s), such as would enable the
21 privilege claim to be adjudicated, and any authority that You assert supports any claim of privilege.

22 17. The words "concerning," "regarding," "reflecting," "referring to" and/or "relating to"
23 mean describing, discussing, constituting, containing, considering, embodying, evaluating,
24 mentioning, memorializing, supporting, collaborating, demonstrating, proving, evidencing, showing,
25 refuting, disputing, rebutting, regarding, controverting, contradicting, made in connection with or by
26 reason of, or derived or arising therefrom.

27 18. The word "and" shall be construed to include "or" and vice versa.

28 19. The word "any" shall be construed to include "all" and vice versa.

- n. all terms and conditions that were a part of each purchase of any CRT or CRT Product, including any below-cost pricing, most-favored-nation pricing, negotiable pricing, sale pricing, loss-leader pricing;
- o. whether any purchases were made under a purchasing or other agreement;
- p. all receipts, invoices, purchase orders, wire transfer records or other similar Documents evidencing each CRT or CRT Product purchase; and
- q. all information used to Identify each CRT or CRT Product including tracking numbers, model numbers, product names, brands and serial numbers.

REQUEST NO. 3:

Documents sufficient to show the meaning of any codes or abbreviations used in any data produced in response to Request for Production No. 2, including Documents that contain the characteristics of the CRTs and CRT Products associated with those codes and abbreviations, such as the size, model, manufacturer, and other features.

REQUEST NO. 4:

For each purchase or potential purchase by You of any CRT or CRT Product, all Documents relating to negotiations or Communications of that purchase, including but not limited to any offers, price quotes, price lists, rebates, discounts, price reductions, credits or other terms and conditions of sale.

REQUEST NO. 5:

For each purchase or potential purchase by You of any CRT or CRT Product, all contracts, purchase orders, agreements or memoranda of understanding or any other Document that contains any term or condition of sale, including all exclusive contracts, master purchase agreements, purchase orders, invoices, cost-plus contracts and most-favored-nation contracts, and purchase order acknowledgements.

REQUEST NO. 6:

All Documents relating to negotiations or Communications regarding offers, price quotes, price lists, rebates, discounts, price reductions, credits or other terms and conditions of Your sales of CRT Products.

REQUEST NO. 7:

All Documents relating to the negotiation or interpretation of any purchase order, contract,

1 agreement, or terms of sale between You and any Defendant relating to CRTs and CRT Products,
2 including Documents relating to which terms or agreements govern which transactions.

3 **REQUEST NO. 8:**

4 For each purchase or potential purchase by You of any CRT or CRT Product, all Documents
5 relating to any efforts to consider alternative items or products before the purchase was made,
6 including all Documents relating to (a) any alternative items or products considered, (b) the price of
7 such items or products, and (c) any factors related to the decision not to purchase the alternative item
8 or product.

9 **REQUEST NO. 9:**

10 All Documents relating to any decision to purchase CRT Products instead of or as an
11 alternative to LCD or plasma products, including all Documents relating to (a) any LCD or plasma
12 products considered, (b) the price of such items or products, and (c) any factors related to the decision
13 not to purchase the LCD or plasma product.

14 **REQUEST NO. 10:**

15 All Documents relating to any decision by You not to complete a proposed or contemplated
16 purchase of CRTs or CRT Products during the Relevant Period.

17 **REQUEST NO. 11:**

18 All Documents constituting contracts, purchase orders, or other agreements between You and
19 any OEM, original design manufacturer, contract manufacturer or system integrator for the purchase
20 or manufacture of CRTs or CRT Products.

21 **REQUEST NO. 12:**

22 All Documents relating to Your corporate policies, practices and/or procedures, whether
23 formal or informal, for making decisions concerning the purchase or sale of CRTs or CRT Products
24 including factors considered, purchasing methods, and procedures You currently use or have used at
25 any time during the Relevant Period.

26 **REQUEST NO. 13:**

27 All Documents relating to Your participation in any cooperative entity, trade association,
28 symposium, conference, or other organization concerning CRTs or CRT Products.

1 H. Lee Godfrey
 2 Kenneth S. Marks
 3 SUSMAN GODFREY LLP
 4 1000 Louisiana Street, Suite 5100
 5 Houston, Texas 77002-5096
 6 Telephone: (713) 651-9366
 7 Facsimile: (713) 654-6666
 8 lgodfrey@susmangodfrey.com
 9 kmarks@susmangodfrey.com
 10 *Attorneys for Alfred H. Siegel, as Trustee of*
 11 *the Circuit City Stores, Inc. Liquidating Trust*
 12 [additional counsel listed on signature page]

9 **UNITED STATES DISTRICT COURT**
 10 **NORTHERN DISTRICT OF CALIFORNIA**

11 IN RE: CATHODE RAY TUBE (CRT)
 12 ANTITRUST LITIGATION

Master File No. 07-5944 SC

Case No. C 11-05502 SC

13 This Document Relates to:

MDL No. 1917

14
 15 ALFRED H. SIEGEL, AS TRUSTEE OF THE
 16 CIRCUIT CITY STORES, INC.
 17 LIQUIDATING TRUST,

Plaintiff,

18 v.

19 HITACHI, LTD.; et al.,

20 Defendants.

21
 22 ALFRED H. SIEGEL, AS TRUSTEE OF
 23 THE CIRCUIT CITY STORES, INC.
 24 LIQUIDATING TRUST'S, OBJECTIONS
 25 AND RESPONSES TO LG
 26 ELECTRONICS, INC. AND PANASONIC
 27 CORPORATION OF NORTH AMERICA'S
 28 FIRST SET OF REQUESTS FOR
 PRODUCTION TO PLAINTIFF CIRCUIT
 CITY TRUST

The Honorable Samuel Conti

22 **ALFRED H. SIEGEL, AS TRUSTEE OF THE CIRCUIT CITY STORES, INC.**
 23 **LIQUIDATING TRUST'S, OBJECTIONS AND RESPONSES TO LG ELECTRONICS,**
 24 **INC. AND PANASONIC CORPORATION OF NORTH AMERICA'S FIRST SET OF**
 25 **REQUESTS FOR PRODUCTION TO PLAINTIFF CIRCUIT CITY TRUST**

26 Pursuant to Rule 34 of the Federal Rules of Civil Procedure, Plaintiff Alfred H. Siegel, as
 27 Trustee of the Circuit City Stores, Inc. Liquidating Trust ("Circuit City Trust" or "Plaintiff")

1 hereby objects and responds to LG Electronics, Inc. and Panasonic Corporation of North
2 America's First Set of Requests for Production to Plaintiff (the "Requests") served on it on May
3 15, 2012 by counsel for Defendants in the above-captioned matter. For the reasons set forth
4 below, Plaintiff generally and specifically objects and otherwise responds to the Requests.
5 Plaintiff reserves the right to supplement its responses and objections set forth below. Plaintiff
6 shall endeavor to produce responsive documents as set forth below on a schedule to be agreed
7 upon with Defendants.
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GENERAL OBJECTIONS

The following general objections (“General Objections”) are incorporated in Circuit City Trust’s responses (“Responses”) to each and every request for production contained in the Requests for Production. No Response to any request for production shall be deemed a waiver of Circuit City Trust’s General Objections.

1. Circuit City Trust objects to the Requests for Production to the extent that they seek to impose obligations on Circuit City beyond those imposed by the Federal Rules of Civil Procedure, the Local Civil Rules of the Northern District of California, or any applicable order of this Court.

2. Circuit City Trust objects to the Requests for Production to the extent that they seek or call for the production of documents or information that is already in the possession, custody, or control of Defendants.

3. Circuit City Trust objects to the Requests for Production to the extent that they seek or call for the production of documents or information that can equally or more readily be obtained by Defendants from public sources.

4. Circuit City Trust objects to the Requests for Production to the extent that they seek or call for the production of documents or information that can more readily, conveniently, and in a less burdensome fashion be obtained by Defendants from others.

5. Circuit City Trust objects to the Requests for Production to the extent that they seek or call for the production of documents or information not in Circuit City Trust’s possession, custody, or control.

6. Circuit City Trust objects to the Requests for Production that they seek or call for the production of documents or information protected from disclosure by the attorney-client privilege, the attorney work product doctrine, or any other privilege, protection, or immunity applicable under the governing law. Any information disclosed pursuant to the Requests for Production will be disclosed without waiving, but on the contrary reserving and intending to reserve, each of these privileges, protections, or immunities. Any accidental disclosure of privileged information or material shall not be deemed a waiver of the applicable privilege, protection, or immunity.

7. Circuit City Trust objects to the Requests for Production to the extent that they are unintelligible, vague, ambiguous, overly broad, unduly burdensome, and oppressive.

1 8. Circuit City Trust objects to the Requests for Production to the extent that they seek or
2 call for the production of documents or information that is not relevant, material or necessary to
3 this action and, thus, it is not reasonably calculated to lead to the discovery of admissible
4 evidence.

5 9. Circuit City Trust objects to the Requests for Production to the extent that they are
6 duplicative and cumulative.

7 10. Circuit City Trust objects to the Requests for Production, including the instructions and
8 definitions, on the grounds that Circuit City will incur substantial expense complying with them.

9 11. Circuit City Trust objects to the Requests for Production to the extent that they call for
10 searching backup tapes to Circuit City's former servers. Circuit City Trust is no longer in the
11 retail business, and no longer has the servers, hardware, or software necessary to recreate former
12 electronic systems, such as email systems. It would be unduly burdensome for Circuit City Trust
13 to have to locate the backup tapes, and prohibitively expensive for Circuit City Trust to recreate a
14 system that could obtain data from the backup tapes in a useful format. Plaintiff will not produce
15 documents from these sources, all of which are not reasonably accessible and not reasonably
16 available to Plaintiff in the ordinary course of the winding-up business that plaintiff is now in. In
17 this regard, please note that Plaintiff is no longer in the business it was in during the time period
18 in question and in fact has been in the process of winding up its affairs for several years.
19 Plaintiff's access to data and other documents is thus limited. When Plaintiff uses the term
20 "ordinary course of business" in these responses, Plaintiff refers to the business of winding of its
21 affairs as described above rather than the ordinary course of business that Plaintiff enjoyed when
22 it was a functioning retailer.

23 12. Circuit City Trust objects to the time period specified in the Requests for Production for
24 production of documents as unduly burdensome and oppressive, and will produce documents on a
25 rolling basis. Circuit City Trust further objects to producing documents that were not created
26 during the period of January 1, 1995 to December 31, 2007.

27 13. Circuit City Trust objects to the Requests for Production to the extent that they
28 prematurely call for expert testimony and state that Circuit City Trust will provide expert
disclosures as provided by the Federal Rule of Civil Procedure.

14. Circuit City Trust has not completed its discovery and preparation in this matter, and its
investigation of this case is ongoing. These responses are being made after reasonable inquiry into

1 the relevant facts, and are based only upon the information and documentation that is presently
2 known to Circuit City Trust. Further investigation and discovery may result in the identification
3 of additional information or contentions, and Circuit City Trust reserves the right to modify its
4 responses. Circuit City Trust's responses and production should not be construed to prejudice its
5 right to conduct further investigation in this case, or to limit its use of any additional evidence that
6 may be developed.

7 15. Circuit City Trust objects to the Requests for Production as unduly burdensome to the
8 extent that they require Circuit City Trust to search for, locate, and produce "all" documents
9 related to the information requested. Circuit City Trust will conduct a reasonably diligent search
10 for potentially relevant documents, and offers to meet and confer concerning relevant custodians
11 and to negotiate search terms to locate documents responsive to the Requests for Production.

12 16. Any production of information or documents will be subject to the Stipulated Protective
13 Order entered in this action (Dkt. No. 306).

14 17. Circuit City Trust objects to the extent Defendants are drawing a distinction between
15 CRTs and CRT Products. Circuit City Trust is interpreting all requests related to CRTs to include
16 its purchases of CRT Products, which contain CRTs.
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1 Circuit City Trust also objects to the terms “exclusive”, “cost-plus”, and “most-favored nation” as
2 being vague and ambiguous.

3 Subject to and notwithstanding the foregoing objections, Circuit City Trust will produce
4 responsive, non-privileged contracts created during the period of January 1, 1995 through
5 December 31, 2007, to the extent that such documents exist and are kept in the ordinary course of
6 business.

7 **REQUEST NO. 6:**

8 All Documents relating to negotiations or Communications regarding offers, price quotes,
9 price lists, rebates, discounts, price reductions, credits or other terms and conditions of Your sales
10 of CRT Products.

11 **RESPONSE:**

12 Circuit City Trust refers to and incorporates its General Objections as if set forth fully
13 herein. Circuit City Trust also objects to this Request, including the time frame for the Request
14 and each of its subparts, on the grounds that it is overly broad, unduly burdensome and
15 oppressive, seeks or calls for the production of documents that are equally available to
16 Defendants or are irrelevant to the claims or defenses of any party, and is not calculated to lead to
17 the discovery of admissible evidence. Circuit City Trust further objects to the terms “offers,”
18 “price quotes,” “price lists,” “rebates,” “discounts,” “price reductions,” and “credits” as being
19 vague and ambiguous.

20 Subject to and notwithstanding the foregoing objections, Circuit City Trust will produce
21 responsive, non-privileged documents created during the period of January 1, 1995 through
22 December 31, 2007, to the extent such documents exist and are kept in the ordinary course of
23 business, and can be located through conducting reasonable searches.

24 **REQUEST NO. 7:**

25 All Documents relating to the negotiation or interpretation of any purchase order, contract,
26 agreement, or terms of sale between You and any Defendant relating to CRTs and CRT Products,
27 including Documents relating to which terms or agreements govern which transactions.

RESPONSE:

Circuit City Trust refers to and incorporates its General Objections as if set forth fully herein. Circuit City Trust also objects to this Request, including the time frame for the Request and each of its subparts, on the grounds that it is overly broad, unduly burdensome and oppressive, seeks or calls for the production of documents that are equally available to Defendants or are irrelevant to the claims or defenses of any party, and is not calculated to lead to the discovery of admissible evidence.

Subject to and notwithstanding the foregoing objections, Circuit City Trust will produce responsive, non-privileged documents created during the period of January 1, 1995 through December 31, 2007, to the extent such documents exist and are kept in the ordinary course of business, and can be located through conducting reasonable searches.

REQUEST NO. 8:

For each purchase or potential purchase by You of any CRT or CRT Product, all Documents relating to any efforts to consider alternative items or products before the purchase was made, including all Documents relating to (a) any alternative items or products considered, (b) the price of such items or products, and (c) any factors related to the decision not to purchase the alternative item or product.

RESPONSE:

Circuit City Trust refers to and incorporates its General Objections as if set forth fully herein. Circuit City Trust also objects to this Request, including the time frame for the Request and each of its subparts, on the grounds that it is overly broad, unduly burdensome and oppressive, seeks or calls for the production of documents that are equally available to Defendants or are irrelevant to the claims or defenses of any party, and is not calculated to lead to the discovery of admissible evidence.

Subject to and notwithstanding the foregoing objections, Circuit City Trust will produce responsive, non-privileged documents created during the period of January 1, 1995 through December 31, 2007, to the extent such documents exist and are kept in the ordinary course of business, and can be located through conducting reasonable searches.

EXHIBIT J

ARNOLD & PORTER LLP

SHARON D. MAYO (SBN 150469)
E-Mail: Sharon.Mayo@aporter.com
Three Embarcadero Center, Seventh Floor
San Francisco, California 94111-4024
Telephone: 415.471.3100
Facsimile: 415.471.3400

ERIC D. MASON (SBN 259233)
E-Mail: Eric.Mason@aporter.com
777 South Figueroa Street, Forty-Fourth Floor
Los Angeles, California 90017-5844
Telephone: 213.243.4000
Facsimile: 213.243.4199

DOUGLAS L. WALD (*Pro Hac Vice*)
Email: Douglas.Wald@aporter.com

JAMES L. COOPER (*Pro Hac Vice*)
Email: James.Cooper@aporter.com

WILSON D. MUDGE (*Pro Hac Vice*)
Email: Wilson.Mudge@aporter.com

YONGSANG KIM (*Pro Hac Vice*)
Email: YongSang.Kim@aporter.com

555 Twelfth Street, NW
Washington, DC 20004-1206
Telephone: 202.942.5000
Facsimile: 202.942.5999

Attorneys for Defendant LG Electronics, Inc.

[Additional defendant and counsel listed on signature page]

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE: CATHODE RAY TUBE (CRT)
ANTITRUST LITIGATION

Master File No. 3:07-cv-05944-SC
MDL No. 1917

This Document Relates To:

The Honorable Samuel Conti

*CompuCom Systems, Inc. v. Hitachi, Ltd.,
et al.*

N.D. Cal. 11-cv-6396
N.D. Tex. 11-cv-3130

**DEFENDANTS LG ELECTRONICS, INC.
AND PANASONIC CORPORATION OF
NORTH AMERICA'S FIRST SET OF
REQUESTS FOR PRODUCTION TO
PLAINTIFF COMPUCOM SYSTEMS,
INC.**

1 PROPOUNDING PARTIES: Defendants LG Electronics, Inc., and Panasonic Corporation of
2 North America.

3 RESPONDING PARTY: CompuCom Systems, Inc.

4 SET NUMBER: One

5 Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Defendants LG
6 Electronics, Inc., and Panasonic Corporation of North America hereby request that Plaintiff
7 CompuCom Systems, Inc. ("Plaintiff") in the above-captioned action produce for inspection and
8 copying each of the documents and other things described below at the offices of Arnold & Porter
9 LLP, Three Embarcadero Center, Seventh Floor, San Francisco, California 94111-4024 (or at such
10 other place as may be agreed upon by the parties), within thirty (30) days after the date of the service
11 hereof.

12 **DEFINITIONS AND INSTRUCTIONS**

13 1. "You" and "Your" means the Plaintiff responding to these requests for production, its
14 predecessors in interest, divisions, successors, and assigns, the present and former officers, directors,
15 employees, attorneys, agents, and representatives of any of the above, and all persons acting or
16 purporting to act on its behalf. "You" and "Your" includes, but is not limited to, all entities who
17 assigned their claims to You.

18 2. "Documents" is used in the broadest possible sense as interpreted under the Federal
19 Rules of Civil Procedure and shall include, without limitation, any kind of written, typewritten, or
20 printed material whatsoever, and any computer hard drive or computer readable media, including,
21 without limitation, papers, agreements, contracts, notes, memoranda, presentations, presentation
22 materials, Communications, letters, telegrams, messages sent to or received from a wireless device,
23 electronic mail, statements, invoices, personal diaries, records, books, maps, blueprints, forms,
24 transcriptions, CDs, DVDs, floppy discs, magnetic tapes, recordings, translations to any language,
25 printed cards, programming instructions, assembly diagrams, schematic diagrams, and manuals either
26 in Your possession or custody or under Your control, and shall include, without limitation, originals,
27 file copies, and other copies, no matter how or by whom prepared, and all drafts prepared in
28 connection with any such writings, whether used or not, regardless of whether the Document still

1 exists, and regardless of who has maintained custody of such Documents.

2 3. "Communications" means any and all written, oral, telephonic, or other utterances of any
3 nature whatsoever, shared, shown, and/or transferred between and/or among any Person(s), including,
4 but not limited to, any statements, inquiries, discussions, conversations, dialogues, correspondence,
5 consultations, negotiations, agreements, understandings, meetings, letters, emails, faxes, notations,
6 telegrams, advertisements, interviews and all other Documents as herein defined.

7 4. "Interrogatories" refers to the interrogatories enumerated in the LGE Defendants' First
8 Set of Interrogatories to Plaintiff CompuCom, served concurrently herewith.

9 5. "Complaint" means Plaintiff's Complaint in the above-captioned action, originally
10 filed in the United States District Court for the Northern District of Texas, Case No. 11-cv-3130, on
11 November 14, 2011, and subsequently transferred to the Northern District of California, Case No. 11-
12 cv-6396, on December 26, 2011, for consolidated pretrial proceedings as part of *In re Cathode Ray*
13 *Tube (CRT) Antitrust Litigation*, MDL No. 1917.

14 6. "CRT(s)" refers to cathode ray tubes and "CRT Product(s)" refers to products
15 containing CRTs.

16 7. "Defendants" means the entities enumerated in paragraphs 19 through 67 of the
17 Complaint.

18 8. "OEM" means non-Defendant original equipment manufacturers, as defined in
19 paragraph 17 of the Complaint.

20 9. "Person" means any individual or group of individuals, corporation, partnership,
21 association, governmental entity, department, commission, bureau or any other kind of legal or
22 business entity.

23 10. When referring to a Person, "Identity" or "Identify" means, to the extent known, the
24 Person's full name, present or last known address, and when referring to a natural Person,
25 additionally, the present or last known place of employment. Once a Person has been Identified in
26 accordance with this subparagraph, only the name of the Person need be listed in response to
27 subsequent discovery requesting the identification of that Person.

28 11. When referring to a Document, "Identity" means, to the extent known, the (i) type of

1 document; (ii) general subject matter; (iii) date of the document; and (iv) author(s), addressee(s) and
2 recipient(s).

3 12. "Relevant Period" means the time frame alleged in paragraph 1 of the Complaint, *i.e.*,
4 March 1, 1995 to November 25, 2007.

5 13. You are required to produce all Documents in the manner, form and position in which
6 they are kept in the ordinary course of business, as required by the Federal Rules of Civil Procedure,
7 including, where applicable, any index tabs, file dividers, designations, or other information as to the
8 location of the Documents.

9 14. If You cannot respond to a request for production fully, after a diligent attempt to
10 obtain the requested information, You must answer the request to the extent possible, specify the
11 portion of the request You are unable to answer, and provide whatever information You have
12 regarding the answered portion.

13 15. In the event that any requested Document has been destroyed, lost, discarded or is
14 otherwise no longer in Your possession, custody, or control, You shall identify the document as
15 completely as possible and specify the document's disposal date, disposal manner, disposal reason,
16 the Person who authorized the disposal, and the Person who disposed of the document.

17 16. In the event any information is withheld on a claim of attorney-client-privilege, work-
18 product doctrine, or any other applicable privilege, You shall provide a privilege log that includes at
19 least the following information: the nature of the information contained in the withheld document, the
20 document date, source, and subject matter, the author(s) and recipient(s), such as would enable the
21 privilege claim to be adjudicated, and any authority that You assert supports any claim of privilege.

22 17. The words "concerning," "regarding," "reflecting," "referring to" and/or "relating to"
23 mean describing, discussing, constituting, containing, considering, embodying, evaluating,
24 mentioning, memorializing, supporting, collaborating, demonstrating, proving, evidencing, showing,
25 refuting, disputing, rebutting, regarding, controverting, contradicting, made in connection with or by
26 reason of, or derived or arising therefrom.

27 18. The word "and" shall be construed to include "or" and vice versa.

28 19. The word "any" shall be construed to include "all" and vice versa.

- n. all terms and conditions that were a part of each purchase of any CRT or CRT Product, including any below-cost pricing, most-favored-nation pricing, negotiable pricing, sale pricing, loss-leader pricing;
- o. whether any purchases were made under a purchasing or other agreement;
- p. all receipts, invoices, purchase orders, wire transfer records or other similar Documents evidencing each CRT or CRT Product purchase; and
- q. all information used to Identify each CRT or CRT Product including tracking numbers, model numbers, product names, brands and serial numbers.

REQUEST NO. 3:

Documents sufficient to show the meaning of any codes or abbreviations used in any data produced in response to Request for Production No. 2, including Documents that contain the characteristics of the CRTs and CRT Products associated with those codes and abbreviations, such as the size, model, manufacturer, and other features.

REQUEST NO. 4:

For each purchase or potential purchase by You of any CRT or CRT Product, all Documents relating to negotiations or Communications of that purchase, including but not limited to any offers, price quotes, price lists, rebates, discounts, price reductions, credits or other terms and conditions of sale.

REQUEST NO. 5:

For each purchase or potential purchase by You of any CRT or CRT Product, all contracts, purchase orders, agreements or memoranda of understanding or any other Document that contains any term or condition of sale, including all exclusive contracts, master purchase agreements, purchase orders, invoices, cost-plus contracts and most-favored-nation contracts, and purchase order acknowledgements.

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All Documents relating to negotiations or Communications regarding offers, price quotes, price lists, rebates, discounts, price reductions, credits or other terms and conditions of Your sales of CRT Products.

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All Documents relating to the negotiation or interpretation of any purchase order, contract,

1 agreement, or terms of sale between You and any Defendant relating to CRTs and CRT Products,
2 including Documents relating to which terms or agreements govern which transactions.

3 **REQUEST NO. 8:**

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5 relating to any efforts to consider alternative items or products before the purchase was made,
6 including all Documents relating to (a) any alternative items or products considered, (b) the price of
7 such items or products, and (c) any factors related to the decision not to purchase the alternative item
8 or product.

9 **REQUEST NO. 9:**

10 All Documents relating to any decision to purchase CRT Products instead of or as an
11 alternative to LCD or plasma products, including all Documents relating to (a) any LCD or plasma
12 products considered, (b) the price of such items or products, and (c) any factors related to the decision
13 not to purchase the LCD or plasma product.

14 **REQUEST NO. 10:**

15 All Documents relating to any decision by You not to complete a proposed or contemplated
16 purchase of CRTs or CRT Products during the Relevant Period.

17 **REQUEST NO. 11:**

18 All Documents constituting contracts, purchase orders, or other agreements between You and
19 any OEM, original design manufacturer, contract manufacturer or system integrator for the purchase
20 or manufacture of CRTs or CRT Products.

21 **REQUEST NO. 12:**

22 All Documents relating to Your corporate policies, practices and/or procedures, whether
23 formal or informal, for making decisions concerning the purchase or sale of CRTs or CRT Products
24 including factors considered, purchasing methods, and procedures You currently use or have used at
25 any time during the Relevant Period.

26 **REQUEST NO. 13:**

27 All Documents relating to Your participation in any cooperative entity, trade association,
28 symposium, conference, or other organization concerning CRTs or CRT Products.

William A. Isaacson (admitted *pro hac vice*)
 Melissa Felder (admitted *pro hac vice*)
 BOIES, SCHILLER & FLEXNER LLP
 5301 Wisconsin Ave. NW, Suite 800
 Washington, D.C. 20015
 Telephone: (202) 237-2727
 Facsimile: (202) 237-6131
 Email: wisaacson@bsflp.com
 mfelder@bsflp.com

Philip J. Iovieno (admitted *pro hac vice*)
 Anne M. Nardacci (admitted *pro hac vice*)
 Luke Nikas (admitted *pro hac vice*)
 Christopher V. Fenlon (admitted *pro hac vice*)
 BOIES, SCHILLER & FLEXNER LLP
 10 North Pearl Street, 4th Floor
 Albany, NY 12207
 Telephone: (518) 434-0600
 Facsimile: (518) 434-0665
 Email: piovieno@bsflp.com
 anardacci@bsflp.com
 lnikas@bsflp.com
 cfenlon@bsflp.com

Counsel for Plaintiff CompuCom Systems, Inc.

**UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION**

In re: CATHODE RAY TUBE (CRT)
 ANTITRUST LITIGATION

This Document Relates To Individual Case No.
 3:11-cv-06396-SC (N.D. Cal.)

COMPUCOM SYSTEMS, INC.,

Plaintiff,

vs.

HITACHI LTD., et al.,

Defendants.

Case No. 3:11-cv-06396-SC

Master File No. 3:07-cv-05944-SC (N.D. Cal.)

MDL No. 1917

**COMPUCOM'S OBJECTIONS AND
 RESPONSES TO DEFENDANTS LG
 ELECTRONICS, INC.'S AND
 PANASONIC CORPORATION OF
 NORTH AMERICA'S FIRST REQUESTS
 FOR PRODUCTION OF DOCUMENTS**

PROPOUNDING PARTIES:

Defendants LG Electronics, Inc. and Panasonic Corporation of North America

RESPONDING PARTY:

CompuCom Systems, Inc.

SET:

One

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure and Rule 34.1 of the Local Rules of the Northern District of California, Plaintiff CompuCom Systems, Inc. (“CompuCom”) hereby responds to LG Electronics, Inc.’s, and Panasonic Corporation of North America’s (“Defendants”) First Requests for Production of Documents to CompuCom, dated May 15, 2012, (collectively, the “Requests for Production”) including the “Instructions” and “Definitions” contained therein, as follows:

GENERAL OBJECTIONS

The following general objections (“General Objections”) are incorporated in CompuCom’s responses (“Responses”) to each and every request for production contained in the Requests for Production. No Response to any request for production shall be deemed a waiver of CompuCom’s General Objections.

1. CompuCom objects to the Requests for Production to the extent that they seek to impose obligations on CompuCom beyond those imposed by the Federal Rules of Civil Procedure, the Local Civil Rules of the Northern District of California, or any applicable order of this Court.
2. CompuCom objects to the Requests for Production to the extent that they seek or call for the production of documents or information that is already in the possession, custody, or control of Defendants.
3. CompuCom objects to the Requests for Production to the extent that they seek or call for the production of documents or information that can equally or more readily be obtained by Defendants from public sources.
4. CompuCom objects to the Requests for Production to the extent that they seek or call for the production of documents or information that can more readily, conveniently, and in a less burdensome fashion be obtained by Defendants from others.
5. CompuCom objects to the Requests for Production to the extent that they seek or call for the production of documents or information not in CompuCom’s possession, custody, or control.
6. CompuCom objects to the Requests for Production to the extent that they seek or call for the production of documents or information protected from disclosure by the attorney-client privilege, the attorney work product doctrine, or any other privilege, protection, or immunity

1 applicable under the governing law. Any information disclosed pursuant to the Requests for
2 Production will be disclosed without waiving, but on the contrary reserving and intending to
3 reserve, each of these privileges, protections, or immunities. Any accidental disclosure of
4 privileged information or material shall not be deemed a waiver of the applicable privilege,
5 protection, or immunity.

6 7. CompuCom objects to the Requests for Production to the extent that they are unintelligible,
7 vague, ambiguous, overly broad, unduly burdensome, and oppressive.

8 8. CompuCom objects to the Requests for Production to the extent that they seek or call for
9 the production of documents or information that is not relevant, material or necessary to this action
10 and, thus, it is not reasonably calculated to lead to the discovery of admissible evidence.

11 9. CompuCom objects to the Requests for Production to the extent that they are duplicative
12 and cumulative.

13 10. CompuCom objects to the Requests for Production, including the instructions and
14 definitions, on the grounds that CompuCom will incur substantial expense complying with them.

15 11. CompuCom objects to the time period specified in the Requests for Production for
16 production of documents as unduly burdensome and oppressive, and will produce documents on a
17 rolling basis. CompuCom further objects to producing documents that were not created during the
18 period of March 1, 1995 to November 25, 2007.

19 12. CompuCom objects to the Requests for Production to the extent that they prematurely call
20 for expert testimony and state that CompuCom will provide expert disclosures as provided by the
21 Federal Rule of Civil Procedure.

22 13. CompuCom has not completed its discovery and preparation in this matter, and its
23 investigation of this case is ongoing. These responses are being made after reasonable inquiry into
24 the relevant facts, and are based only upon the information and documentation that is presently
25 known to CompuCom. Further investigation and discovery may result in the identification of
26 additional information or contentions, and CompuCom reserves the right to modify its responses.
27 CompuCom's responses and production should not be construed to prejudice its right to conduct
28

1 further investigation in this case, or to limit its use of any additional evidence that may be
2 developed.

3 14. CompuCom objects to the Requests for Production as unduly burdensome to the extent that
4 they require CompuCom to search for, locate, and produce “all” documents related to the
5 information requested. CompuCom will conduct a reasonably diligent search for potentially
6 relevant documents, and offers to meet and confer concerning relevant custodians and to negotiate
7 search terms to locate documents responsive to the Requests for Production.

8 15. Any production of information or documents will be subject to the Stipulated Protective
9 Order entered in this action (Dkt. No. 306).

10 16. CompuCom objects to the extent Defendants are drawing a distinction between CRTs and
11 CRT Products. CompuCom is interpreting all requests related to CRTs to include its purchases of
12 CRT Products, which contain CRTs.

13 **RESPONSES AND OBJECTIONS TO REQUESTS FOR PRODUCTION**

14 **REQUEST NO. 1:**

15 All Documents You Identified or were requested to Identify in response to the
16 Interrogatories served herewith.

17 **RESPONSE TO REQUEST NO. 1:**

18 CompuCom refers to and incorporates its General Objections as if set forth fully herein.
19 Subject to and notwithstanding the foregoing objections, no documents were explicitly identified
20 in CompuCom’s Responses to Defendants’ Interrogatories. CompuCom has agreed to produce
21 certain documents, as outlined both below and in CompuCom’s responses to Defendants’
22 Interrogatories.

23 **REQUEST NO. 2:**

24 All Documents concerning any CRTs or CRT Products purchased by You or on Your
25 behalf from Defendants during the Relevant Period, including Documents evidencing for each
26 CRT or CRT Product:

- 27 a. the date and place of purchase of the CRT or CRT Product, including the
- 28 place(s) where the CRT or CRT Product was manufactured, shipped from, shipped

1 subparts, on the grounds that it is overly broad, unduly burdensome and oppressive, seeks or calls
2 for the production of documents that are equally available to Defendants or are irrelevant to the
3 claims or defenses of any party, and is not calculated to lead to the discovery of admissible
4 evidence. CompuCom further objects to the terms “offers,” “price quotes,” “price lists,” “rebates,”
5 “discounts,” “price reductions,” and “credits” as being vague and ambiguous. CompuCom also
6 objects to this request as duplicative of previous discovery served by Defendants.

7 Subject to and notwithstanding the foregoing objections, CompuCom will produce
8 responsive, non-privileged documents created during the period of March 1, 1995 through
9 November 25, 2007, to the extent such documents exist and are kept in the ordinary course of
10 business, based on a search of the files of an agreed upon list of custodians and search terms to be
11 negotiated by the parties.

12 **REQUEST NO. 7:**

13 All Documents relating to the negotiation or interpretation of any purchase order, contract,
14 agreement, or terms of sale between You and any Defendant relating to CRTs and CRT Products,
15 including Documents relating to which terms or agreements govern which transactions.

16 **RESPONSE TO REQUEST NO. 7:**

17 CompuCom refers to and incorporates its General Objections as if set forth fully herein.
18 CompuCom also objects to this Request, including the time frame for the Request and each of its
19 subparts, on the grounds that it is overly broad, unduly burdensome and oppressive, seeks or calls
20 for the production of documents that are equally available to Defendants or are irrelevant to the
21 claims or defenses of any party, and is not calculated to lead to the discovery of admissible
22 evidence.

23 Subject to and notwithstanding the foregoing objections, CompuCom offers to meet and
24 confer with the Defendants. CompuCom will produce responsive, non-privileged documents
25 created during the period of March 1, 1995 through November 25, 2007, to the extent such
26 documents exist and are kept in the ordinary course of business, based on a search of the files of an
27 agreed upon list of custodians and search terms to be negotiated by the parties. CompuCom also
28 refers Defendants to its response to Document Request No. 4.

EXHIBIT K

1 SHEPPARD MULLIN RICHTER & HAMPTON LLP
A Limited Liability partnership
2 Including Professional Corporations
GARY L. HALLING, Cal. Bar No. 66087
3 JAMES L. MCGINNIS, Cal. Bar No. 95788
MICHAEL W. SCARBOROUGH, Cal. Bar No. 203524
4 DYLAN I. BALLARD, Cal. Bar No. 253929
Four Embarcadero Center, 17th Floor
5 San Francisco, CA 94111-4109
Telephone: (415) 434-9100
6 Facsimile: (415) 434-3947
E-mail: ghalling@sheppardmullin.com
7 jmcginnis@sheppardmullin.com
mscarborough@sheppardmullin.com
8 dballard@sheppardmullin.com

9 Attorneys for Defendant
SAMSUNG SDI CO., LTD.

10 *Additional Counsel Listed On Signature Page*

11
12 UNITED STATES DISTRICT COURT
13 NORTHERN DISTRICT OF CALIFORNIA
14 SAN FRANCISCO DIVISION
15

16 In re: CATHODE RAY TUBE (CRT)
17 ANTITRUST LITIGATION

Case No. 07-5944 SC

MDL No. 1917

18
19 This Document Relates to:

20 INTERBOND ACTION
21 No. 3:11-cv-06275-SC
22

**SAMSUNG SDI CO., LTD. AND HITACHI
ASIA, LTD.'S FIRST SET OF REQUESTS
FOR PRODUCTION OF DOCUMENTS
TO INTERBOND CORPORATION OF
AMERICA**

23 PROPOUNDING PARTIES: SAMSUNG SDI CO., LTD.; HITACHI ASIA, LTD.

24 RESPONDING PARTY: INTERBOND CORPORATION OF AMERICA

25 SET NO.: ONE
26
27
28

1 Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Defendants
2 Samsung SDI Co., Ltd. and Hitachi Asia, Ltd. hereby request that the Responding Party produce
3 for inspection and copying each of the documents and other things described below at the offices
4 of Sheppard Mullin Richter & Hampton, 4 Embarcadero Ctr. 17th floor, San Francisco, CA 94111
5 within thirty (30) days after the date of the service hereof.

6 **I.**

7 **DEFINITIONS AND INSTRUCTIONS**

8 1. "YOU" and "YOUR" means the responding Plaintiff, as well as any employees,
9 agents, attorneys, representatives, or other persons acting or purporting to act on behalf of the
10 responding Plaintiff. "YOU" or "YOUR" includes, but is not limited to, all entities who assigned
11 their claims to YOU.

12 2. "DOCUMENTS" is used in the broadest possible sense as interpreted under the
13 Federal Rules of Civil Procedure and shall include, without limitation, any kind of written,
14 typewritten, or printed material whatsoever, and any computer hard drive or computer readable
15 media, including, without limitation, papers, agreements, contracts, notes, memoranda,
16 presentations, presentation materials, COMMUNICATIONS, letters, telegrams, messages sent to
17 or received from a wireless device, electronic mail, statements, invoices, personal diaries, records,
18 books, maps, blueprints, forms, transcriptions, CDs, DVDs, floppy discs, magnetic tapes,
19 recordings, translations to any language, printed cards, programming instructions, assembly
20 diagrams, schematic diagrams, and manuals either in YOUR possession or custody or under
21 YOUR control, and shall include, without limitation, originals, file copies, and other copies, no
22 matter how or by whom prepared, and all drafts prepared in connection with any such writings,
23 whether used or not, regardless of whether the DOCUMENT still exists, and regardless of who has
24 maintained custody of such DOCUMENTS.

25 3. "COMMUNICATIONS" means any and all written, oral, telephonic, or other
26 utterances of any nature whatsoever, shared, shown, and/or transferred between and/or among any
27 PERSON(S), including, but not limited to, any statements, inquiries, discussions, conversations,
28 dialogues, correspondence, consultations, negotiations, agreements, understandings, meetings,

1 letters, emails, faxes, notations, telegrams, advertisements, interviews and all other
2 DOCUMENTS as herein defined.

3 4. "INTERROGATORIES" refers to the interrogatories enumerated in Samsung SDI
4 Co., Ltd.'s First Set of Interrogatories to Interbond Corporation of America served concurrently
5 herewith.

6 5. "COMPLAINT" means the Complaint filed in the above-captioned action.

7 6. "CRT(s)" refers to cathode ray tubes and "CRT PRODUCT(s)" refers to products
8 containing cathode ray tubes.

9 7. "DEFENDANTS" means the entities enumerated by paragraphs 19 through 65 of
10 the COMPLAINT.

11 8. "PERSON" means any individual or group of individuals, corporation, partnership,
12 association, governmental entity, department, commission, bureau or any other kind of legal or
13 business entity.

14 9. "OEM" means original equipment manufacturer.

15 10. When referring to a PERSON, "IDENTITY" or "IDENTIFY" means, to the extent
16 known, the person's full name, present or last known address, and when referring to a natural
17 person, additionally, the present or last known place of employment. Once a person has been
18 identified in accordance with this subparagraph, only the name of the person need be listed in
19 response to subsequent discovery requesting the identification of that person.

20 11. When referring to a DOCUMENT, "IDENTITY" or "IDENTIFY" means, to the
21 extent known, the (i) type of document; (ii) general subject matter; (iii) date of the document; and
22 (iv) author(s), addressee(s) and recipient(s).

23 12. "RELEVANT PERIOD" means the "Relevant Period" alleged in paragraph 1 of the
24 COMPLAINT, i.e. March 1, 1995 through November 25, 2007.

25 13. YOU are required to produce all documents in the manner, form and position in
26 which they are kept in the ordinary course of business, as required by the Federal Rules of Civil
27 Procedure, including, where applicable, any index tabs, file dividers, designations, or other
28 information as to the location of the documents.

16. In the event any information is withheld on a claim of attorney-client-privilege, work-product doctrine, or any other applicable privilege, YOU shall provide a privilege log that includes at least the following information: the nature of the information contained in the withheld document, the document date, source, and subject matter, the author(s) and recipient(s), such as would enable the privilege claim to be adjudicated, and any authority that YOU assert supports any claim of privilege.

II.

Request for Production of Documents No. 1:

Request for Production of Documents No. 2:

a. the date and place of acquisition of the CRT or CRT PRODUCT, including the place(s) where the CRT or CRT PRODUCT was manufactured, shipped from, shipped to, stored, and/or invoiced;

-4-

- 1 p. all receipts, invoices, purchase orders, wire transfer records or other similar
2 DOCUMENTS evidencing each CRT or CRT PRODUCT acquisition; and
3 q. all information used to identify each CRT or CRT PRODUCT including tracking
4 numbers, model numbers, product names, brands and serial numbers.

5 **Request for Production of Documents No. 3:**

6 DOCUMENTS sufficient to show the meaning of any codes or abbreviations used in any
7 data produced in response to Request for Production No. 2, including DOCUMENTS that contain
8 the characteristics of the CRTs and CRT PRODUCTS associated with those codes and
9 abbreviations, such as the size and other features.

10 **Request for Production of Documents No. 4:**

11 For each purchase or potential purchase by YOU of any CRT or CRT PRODUCT, all
12 DOCUMENTS relating to negotiations or communications of that purchase, including but not
13 limited to any offers, price quotes, price lists, rebates, discounts, price reductions, credits or other
14 terms and conditions of sale.

15 **Request for Production of Documents No. 5:**

16 For each purchase or potential purchase by YOU of any CRT or CRT PRODUCT, all
17 contracts, purchase orders, agreements or memoranda of understanding or any other DOCUMENT
18 that contains any term or condition of sale, including all exclusive contracts, master purchase
19 agreements, purchase orders, invoices, cost-plus contracts and most-favored-nation contracts, and
20 purchase order acknowledgements.

21 **Request for Production of Documents No. 6:**

22 All DOCUMENTS relating to negotiations or communications regarding offers, price
23 quotes, price lists, rebates, discounts, price reductions, credits or other terms and conditions of
24 YOUR sales of CRT PRODUCTS.

25 **Request for Production of Documents No. 7:**

26 All DOCUMENTS relating to the negotiation or interpretation of any purchase order,
27 contract, agreement, or terms of sale between YOU and any DEFENDANT relating to CRTs and
28 CRT PRODUCTS, including DOCUMENTS relating to which terms or agreements govern which

1 transactions.

2 **Request for Production of Documents No. 8:**

3 For each purchase or potential purchase by YOU of any CRT or CRT PRODUCT, all
4 DOCUMENTS relating to any efforts to consider alternative items or products before the purchase
5 was made, including all DOCUMENTS relating to (a) any alternative items or products
6 considered, (b) the price of such items or products, and (c) any factors related to the decision not
7 to purchase the alternative item or product.

8 **Request for Production of Documents No. 9:**

9 All DOCUMENTS relating to any decision by YOU not to complete a proposed or
10 contemplated purchase of CRTs or CRT PRODUCTS during the RELEVANT PERIOD.

11 **Request for Production of Documents No. 10:**

12 All DOCUMENTS constituting contracts, purchase orders, or other agreements between
13 YOU and any OEM, original device manufacturer, contract manufacturer or system integrator for
14 the purchase or manufacture of CRTs or CRT PRODUCTS.

15 **Request for Production of Documents No. 11:**

16 All DOCUMENTS relating to YOUR corporate policies, practices and/or procedures,
17 whether formal or informal, for making decisions concerning the acquisition or sale of CRTs or
18 CRT PRODUCTS including factors considered and purchasing methods and procedures YOU
19 currently use or have used at any time during the RELEVANT PERIOD.

20 **Request for Production of Documents No. 12:**

21 All DOCUMENTS relating to YOUR participation in any cooperative entity, trade
22 association, symposium, conference, or other organization concerning CRTs or CRT
23 PRODUCTS.

24 **Request for Production of Documents No. 13:**

25 All reports, analyses, memoranda, communications, and other discussions summarizing,
26 describing, or referring to YOUR competitors and competition for the sale of CRT PRODUCTS.

27 **Request for Production of Documents No. 14:**

28 All DOCUMENTS evidencing YOUR relationship, and any agreement or contracts with

William A. Isaacson (admitted *pro hac vice*)
 Melissa Felder (admitted *pro hac vice*)
 BOIES, SCHILLER & FLEXNER LLP
 5301 Wisconsin Ave. NW, Suite 800
 Washington, D.C. 20015
 Telephone: (202) 237-2727
 Facsimile: (202) 237-6131
 Email: wisaacson@bsfllp.com
 mfelder@bsfllp.com

Philip J. Iovieno (admitted *pro hac vice*)
 Anne M. Nardacci (admitted *pro hac vice*)
 Luke Nikas (admitted *pro hac vice*)
 Christopher V. Fenlon (admitted *pro hac vice*)
 BOIES, SCHILLER & FLEXNER LLP
 10 North Pearl Street, 4th Floor
 Albany, NY 12207
 Telephone: (518) 434-0600
 Facsimile: (518) 434-0665
 Email: piovieno@bsfllp.com
 anardacci@bsfllp.com
 lnikas@bsfllp.com
 cfenlon@bsfllp.com

Counsel for Plaintiff
 Interbond Corporation of America

**UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION**

In re: CATHODE RAY TUBE (CRT)
 ANTITRUST LITIGATION

This Document Relates To Individual Case No.
 3:11-cv-06275-SC (N.D. Cal.)

INTERBOND CORPORATION OF
 AMERICA,

Plaintiff,

vs.

HITACHI LTD., et al.,

Defendants.

Case No. 3:11-cv-06275-SC

Master File No. 3:07-cv-05944-SC (N.D. Cal.)

MDL No. 1917

**INTERBOND CORPORATION OF
 AMERICA'S OBJECTIONS AND
 RESPONSES TO DEFENDANTS
 SAMSUNG SDI CO., LTD.'S AND
 HITACHI ASIA, LTD.'S FIRST
 REQUESTS FOR PRODUCTION OF
 DOCUMENTS**

PROPOUNDING PARTIES:

Samsung SDI Co., Ltd. and Hitachi Asia, Ltd.

RESPONDING PARTY:

Interbond Corporation of America

SET:

One

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure and Rule 34.1 of the Local Rules of the Northern District of California, Plaintiff Interbond Corporation of America (“BrandsMart”) hereby responds to Samsung SDI Co., Ltd.’s and Hitachi Asia, Ltd.’s (“Defendants”) First Requests for Production of Documents to BrandsMart, dated May 15, 2012, (collectively, the “Requests for Production”) including the “Instructions” and “Definitions” contained therein, as follows:

GENERAL OBJECTIONS

The following general objections (“General Objections”) are incorporated in BrandsMart’s responses (“Responses”) to each and every request for production contained in the Requests for Production. No Response to any request for production shall be deemed a waiver of BrandsMart’s General Objections.

1. BrandsMart objects to the Requests for Production to the extent that they seek to impose obligations on BrandsMart beyond those imposed by the Federal Rules of Civil Procedure, the Local Civil Rules of the Northern District of California, or any applicable order of this Court.
2. BrandsMart objects to the Requests for Production to the extent that they seek or call for the production of documents or information that is already in the possession, custody, or control of Defendants.
3. BrandsMart objects to the Requests for Production to the extent that they seek or call for the production of documents or information that can equally or more readily be obtained by Defendants from public sources.
4. BrandsMart objects to the Requests for Production to the extent that they seek or call for the production of documents or information that can more readily, conveniently, and in a less burdensome fashion be obtained by Defendants from others.
5. BrandsMart objects to the Requests for Production to the extent that they seek or call for the production of documents or information not in BrandsMart’s possession, custody, or control.
6. BrandsMart objects to the Requests for Production to the extent that they seek or call for the production of documents or information protected from disclosure by the attorney-client privilege, the attorney work product doctrine, or any other privilege, protection, or immunity

1 applicable under the governing law. Any information disclosed pursuant to the Requests for
2 Production will be disclosed without waiving, but on the contrary reserving and intending to
3 reserve, each of these privileges, protections, or immunities. Any accidental disclosure of
4 privileged information or material shall not be deemed a waiver of the applicable privilege,
5 protection, or immunity.

6 7. BrandsMart objects to the Requests for Production to the extent that they are unintelligible,
7 vague, ambiguous, overly broad, unduly burdensome, and oppressive.

8 8. BrandsMart objects to the Requests for Production to the extent that they seek or call for
9 the production of documents or information that is not relevant, material or necessary to this action
10 and, thus, it is not reasonably calculated to lead to the discovery of admissible evidence.

11 9. BrandsMart objects to the Requests for Production to the extent that they are duplicative
12 and cumulative.

13 10. BrandsMart objects to the Requests for Production, including the instructions and
14 definitions, on the grounds that BrandsMart will incur substantial expense complying with them.

15 11. Brandsmart objects to the time period specified in the Requests for Production for
16 production of documents as unduly burdensome and oppressive, and will produce documents on a
17 rolling basis. Brandsmart further objects to producing documents that were not created during the
18 period of March 1, 1995 to November 25, 2007.

19 12. BrandsMart objects to the Requests for Production to the extent that they prematurely call
20 for expert testimony and state that BrandsMart will provide expert disclosures as provided by the
21 Federal Rule of Civil Procedure.

22 13. BrandsMart has not completed its discovery and preparation in this matter, and its
23 investigation of this case is ongoing. These responses are being made after reasonable inquiry into
24 the relevant facts, and are based only upon the information and documentation that is presently
25 known to BrandsMart. Further investigation and discovery may result in the identification of
26 additional information or contentions, and BrandsMart reserves the right to modify its responses.
27 BrandsMart's responses and production should not be construed to prejudice its right to conduct
28

1 further investigation in this case, or to limit its use of any additional evidence that may be
2 developed.

3 14. BrandsMart objects to the Requests for Production as unduly burdensome to the extent that
4 they require BrandsMart to search for, locate, and produce “all” documents related to the
5 information requested. BrandsMart will conduct a reasonably diligent search for potentially
6 relevant documents, and offers to meet and confer concerning relevant custodians and to negotiate
7 search terms to locate documents responsive to the Requests for Production.

8 15. Any production of information or documents will be subject to the Stipulated Protective
9 Order entered in this action (Dkt. No. 306).

10 16. Brandsmart objects to the extent Defendants are drawing a distinction between CRTs and
11 CRT Products. Brandsmart is interpreting all requests related to CRTs to include its purchases of
12 CRT Products, which contain CRTs.

13 **RESPONSES AND OBJECTIONS TO REQUESTS FOR PRODUCTION**

14 **REQUEST NO. 1:**

15 All DOCUMENTS YOU IDENTIFIED or were requested to IDENTIFY in response to the
16 INTERROGATORIES served herewith.

17 **RESPONSE TO REQUEST NO. 1:**

18 BrandsMart refers to and incorporates its General Objections as if set forth fully herein.
19 Subject to and notwithstanding the foregoing objections, no documents were explicitly identified
20 in BrandsMart’s Responses to Defendants’ Interrogatories. BrandsMart has agreed to produce
21 certain documents, as outlined both below and in BrandsMart’s responses to Defendants’
22 Interrogatories.

23 **REQUEST NO. 2:**

24 All DOCUMENTS concerning any CRTs or CRT PRODUCTS purchased by YOU or on
25 YOUR behalf from DEFENDANTS during the RELEVANT PERIOD, including DOCUMENTS
26 evidencing for each CRT or CRT PRODUCT:

- 27 a. the date and place of acquisition of the CRT or CRT PRODUCT, including the
28 place(s) where the CRT or CRT PRODUCT was manufactured, shipped from,

1 ambiguous. BrandsMart also objects to this request as duplicative of previous discovery served by
2 Defendants.

3 Subject to and notwithstanding the foregoing objections, BrandsMart will produce
4 responsive, non-privileged documents created during the period of March 1, 1995 through
5 November 25, 2007, to the extent such documents exist and are kept in the ordinary course of
6 business, based on a search of the files of an agreed upon list of custodians and search terms to be
7 negotiated by the parties.

8 **REQUEST NO. 7:**

9 All DOCUMENTS relating to the negotiation or interpretation of any purchase order,
10 contract, agreement, or terms of sale between YOU and any DEFENDANT relating to CRTs and
11 CRT PRODUCTS, including DOCUMENTS relating to which terms or agreements govern which
12 transactions.

13 **RESPONSE TO REQUEST NO. 7:**

14 BrandsMart refers to and incorporates its General Objections as if set forth fully herein.
15 BrandsMart also objects to this Request, on the grounds that it is overly broad, unduly burdensome
16 and oppressive, seeks or calls for the production of documents that are equally available to
17 Defendants or are irrelevant to the claims or defenses of any party, and is not calculated to lead to
18 the discovery of admissible evidence. BrandsMart also objects to this request as duplicative of
19 other discovery requests served by Defendants.

20 Subject to and notwithstanding the foregoing objections, BrandsMart offers to meet and
21 confer with the Defendants. BrandsMart will produce responsive, non-privileged documents
22 created during the period of March 1, 1995 through November 25, 2007, to the extent such
23 documents exist and are kept in the ordinary course of business, based on a search of the files of an
24 agreed upon list of custodians and search terms to be negotiated by the parties. BrandsMart also
25 refers Defendants to its response to Document Request No. 4.

26 **REQUEST NO. 8:**

27 For each purchase or potential purchase by YOU of any CRT or CRT PRODUCT, all
28 DOCUMENTS relating to any efforts to consider alternative items or products before the purchase

EXHIBIT L

GIBSON, DUNN & CRUTCHER LLP
JOEL S. SANDERS, SBN 107234,
JSanders@gibsondunn.com
RACHEL S. BRASS, SBN 219301,
RBrass@gibsondunn.com
555 Mission Street, Suite 3000
San Francisco, California 94105-2933
Telephone: 415.393.8200
Facsimile: 415.393.8306

**Attorneys for Defendant
TATUNG COMPANY OF AMERICA, INC.**

O'MELVENY & MYERS LLP
IAN SIMMONS (*pro hac vice*)
isimmons@omm.com
BENJAMIN G. BRADSHAW (SBN 189925)
bbradshaw@omm.com
1625 Eye Street, N.W.
Washington, D.C. 20006
Telephone: (202) 383-5300
Facsimile: (202) 383-5414

**Attorneys for Defendant
SAMSUNG ELECTRONICS CO., LTD.**

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

**IN RE: CATHODE RAY TUBE (CRT)
ANTITRUST LITIGATION**

CASE NO. 3:11-cv-05514-SC

MDL NO. 1917

This Document Relates To:

Target Corp.; Sears, Roebuck and Co.; Kmart Corp.; Old Comp Inc.; Good Guys, Inc.; RadioShack Corp., v. Chunghwa Picture Tubes, Ltd., No. 3:11-cv-05514-SC

**TATUNG COMPANY OF AMERICA, INC.
AND SAMSUNG ELECTRONICS CO.,
LTD.'S FIRST SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS TO
PLAINTIFF KMART CORP.**

PROPOUNDING PARTY: Defendant Tatung Company of America, Inc. and Samsung Electronics Co., Ltd.

RESPONDING PARTY: Kmart Corp.

SET NO.: ONE

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Defendants Tatung Company of America, Inc. and Samsung Electronics Co., Ltd. hereby requests that Plaintiff Kmart Corp. ("Plaintiff") produce for inspection and copying each of the documents and other things described below at Gibson, Dunn & Crutcher LLP, 555 Mission St. Suite 3000, San Francisco, CA 94105-2933, within thirty (30) days after the date of the service hereof.

DEFINITIONS AND INSTRUCTIONS

1. "You" and "Your" means the Plaintiff responding to these requests for production, its direct and indirect parents, predecessors in interest, affiliates, subsidiaries, divisions, successors, and assigns, the present and former officers, directors, employees, attorneys, agents, and representatives of any of the above, and each Person acting or purporting to act on its behalf. "You" or "Your" includes, but is not limited to, all entities who assigned their claims to You.

2. "Documents" is used in the broadest possible sense as interpreted under the Federal Rules of Civil Procedure and shall include, without limitation, any kind of written, typewritten, or printed material whatsoever, and any computer hard drive or computer readable media, including, without limitation, papers, agreements, contracts, notes, memoranda, presentations, presentation materials, Communications, letters, telegrams, messages sent to or received from a wireless device, electronic mail, statements, invoices, personal diaries, records, books, maps, blueprints, forms, transcriptions, CDs, DVDs, floppy discs, magnetic tapes, recordings, translations to any language, printed cards, programming instructions, assembly diagrams, schematic diagrams, and manuals either in YOUR possession or custody or under Your control, and shall include, without limitation, originals, file copies, and other copies, no matter how or by whom prepared, and all drafts prepared in connection with any such writings, whether used or not, regardless of whether the Document still exists, and regardless of who has maintained custody of such Documents.

3. "Communications" means any and all written, oral, telephonic, or other utterances of any nature whatsoever, shared, shown, and/or transferred between and/or among any Person(s), including, but not limited to, any statements, inquiries, discussions, conversations, dialogues, correspondence, consultations, negotiations, agreements, understandings, meetings, letters, emails, faxes, notations, telegrams, advertisements, interviews and all other Documents as herein defined.

1 4. “Interrogatories” refers to the interrogatories enumerated in Defendants Tatung
2 Company of America, Inc. and Samsung Electronics America, Inc.’s First Set of Interrogatories to
3 Plaintiff, served concurrently herewith.

4 5. “Complaint” means the amended Complaint filed by Plaintiffs Target Corp.; Sears,
5 Roebuck and Co.; Kmart Corp.; Old Comp Inc.; Good Guys, Inc.; and RadioShack Corp., on January
6 6, 2012 in Case No. 3:11-cv-05514-SC.

7 6. “CRT(s)” refers to cathode ray tubes and “CRT Product(s)” refers to products
8 containing cathode ray tubes.

9 7. “Defendants” means the entities enumerated by paragraphs 38 through 85 of the
10 Complaint.

11 8. “OEM” means non-Defendant original equipment manufacturers, as defined in
12 paragraph 105 of the Complaint.

13 9. “Person” means any individual or group of individuals, corporation, partnership,
14 association, governmental entity, department, commission, bureau or any other kind of legal or
15 business entity.

16 10. When referring to a Person, “Identity” or “Identify” means, to the extent known, the
17 Person’s full name, present or last known address, and when referring to a natural Person,
18 additionally, the present or last known place of employment. Once a Person has been identified in
19 accordance with this subparagraph, only the name of the Person need be listed in response to
20 subsequent discovery requesting the identification of that Person.

21 11. When referring to a Document, “Identify” means, to the extent known, the (i) type of
22 document; (ii) general subject matter; (iii) date of the document; and (iv) author(s), addressee(s) and
23 recipient(s).

24 12. “Relevant Period” means the Class Period alleged in paragraph 1 of the Complaint,
25 i.e., March 1, 1995 to November 25, 2007.

26 13. You are required to produce all Documents in the manner, form and position in which
27 they are kept in the ordinary course of business, as required by the Federal Rules of Civil Procedure,
28

1 including, where applicable, any index tabs, file dividers, designations, or other information as to the
2 location of the Documents.

3 14. If You cannot respond to a request for production fully, after a diligent attempt to
4 obtain the requested information, You must answer the request to the extent possible, specify the
5 portion of the request You are unable to answer, and provide whatever information You have
6 regarding the answered portion.

7 15. In the event that any requested Document has been destroyed, lost, discarded or is
8 otherwise no longer in Your possession, custody, or control, You shall Identify the document as
9 completely as possible and specify the document's disposal date, disposal manner, disposal reason,
10 the Person who authorized the disposal, and the Person who disposed of the document.

11 16. In the event any information is withheld on a claim of attorney-client-privilege, work-
12 product doctrine, or any other applicable privilege, You shall provide a privilege log that includes at
13 least the following information: the nature of the information contained in the withheld document, the
14 document date, source, and subject matter, the author(s) and recipient(s), such as would enable the
15 privilege claim to be adjudicated, and any authority that You assert supports any claim of privilege.

16 17. The words "concerning," "regarding," "reflecting," "referring to" and/or "relating to"
17 mean describing, discussing, constituting, containing, considering, embodying, evaluating,
18 mentioning, memorializing, supporting, collaborating, demonstrating, proving, evidencing, showing,
19 refuting, disputing, rebutting, regarding, controverting, contradicting, made in connection with or by
20 reason of, or derived or arising therefrom.

21 18. The word "and" shall be construed to include "or" and vice versa.

22 19. The word "any" shall be construed to include "all" and vice versa.

23 **REQUESTS FOR PRODUCTION OF DOCUMENTS**

24 **REQUEST NO. 1:**

25 All Documents You Identified or were requested to Identify in response to the Interrogatories
26 served herewith.

- p. all receipts, invoices, purchase orders, wire transfer records or other similar Documents evidencing each CRT or CRT Product purchase; and
- q. all information used to Identify each CRT or CRT Product including tracking numbers, model numbers, product names, brands and serial numbers.

REQUEST NO. 3:

Documents sufficient to show the meaning of any codes or abbreviations used in any data produced in response to Request for Production No. 2, including Documents that contain the characteristics of the CRTs and CRT Products associated with those codes and abbreviations, such as the size, model, manufacturer, and other features.

REQUEST NO. 4:

For each purchase or potential purchase by You of any CRT or CRT Product, all Documents relating to negotiations or Communications of that purchase, including but not limited to any offers, price quotes, price lists, rebates, discounts, price reductions, credits or other terms and conditions of sale.

REQUEST NO. 5:

For each purchase or potential purchase by You of any CRT or CRT Product, all contracts, purchase orders, agreements or memoranda of understanding or any other Document that contains any term or condition of sale, including all exclusive contracts, master purchase agreements, purchase orders, invoices, cost-plus contracts and most-favored-nation contracts, and purchase order acknowledgements.

REQUEST NO. 6:

All Documents relating to negotiations or Communications regarding offers, price quotes, price lists, rebates, discounts, price reductions, credits or other terms and conditions of Your sales of CRT Products.

REQUEST NO. 7:

All Documents relating to the negotiation or interpretation of any purchase order, contract, agreement, or terms of sale between You and any Defendant relating to CRTs and CRT Products, including Documents relating to which terms or agreements govern which transactions.

1 Jason C. Murray (CA Bar No. 169806)
2 CROWELL & MORING LLP
3 515 South Flower St., 40th Floor
4 Los Angeles, CA 90071
5 Telephone: 213-622-4750
6 Facsimile: 213-622-2690
7 Email: jmurray@crowell.com

8 Counsel for Plaintiffs
9 *Target Corp.; Sears, Roebuck and Co.;*
10 *Kmart Corp.; Old Comp Inc.; Good*
11 *Guys, Inc.; RadioShack Corp.*
12

13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA
15 SAN FRANCISCO DIVISION
16

17 IN RE CATHODE RAY TUBE (CRT)
18 ANTITRUST LITIGATION

19 This Document Relates To:

20 *Target Corp., et al. v. Chunghwa*
21 *Picture Tubes, Ltd., et al., Case No.*
22 *3:11-CV-05514-SC*

CASE NO. 3:11-CV 11-05514-SC

MASTER FILE NO. CV 07-5944-SC

MDL NO. 1917

**PLAINTIFFS SEARS, ROEBUCK AND CO.
AND K MART CORPORATION'S
RESPONSES AND OBJECTIONS TO
DEFENDANTS TATUNG COMPANY OF
AMERICA, INC. AND SAMSUNG
ELECTRONICS CO., LTD.'S FIRST SET
OF REQUESTS FOR PRODUCTION OF
DOCUMENTS**

23 PROPOUNDING PARTY: Defendants Tatung Company of America, Inc. and Samsung
24 Electronics Co., LTD

25 RESPONDING PARTY: Plaintiffs Sears Roebuck and Co. and Kmart Corporation

26 SET NO.: ONE
27
28

Pursuant to Rule 26 and 34 of the Federal Rules of Civil Procedure, Plaintiffs Sears, Roebuck and Co. and Kmart Corporation (together, “Sears”) hereby object to the First Set of Requests for Production of Documents to Sears (“Requests”) served by counsel for Tatung Company of America, Inc. and Samsung Electronics Co., Ltd. (collectively, “Defendants”) in the above-captioned matter. For the reasons specified below, Sears objects generally and specifically to all specifications in the Requests. Sears reserves the right to supplement the objections and responses set forth below.

GENERAL OBJECTIONS

Sears asserts the following General Objections to the Requests, which are incorporated by reference in each specific response as though set forth fully therein:

1. Sears objects to the Requests, including the instructions and definitions, to the extent they are overbroad, burdensome, and seek information that is outside the scope of any allowable discovery by the court.

2. Sears objects to the Requests to the extent they call for documents not in the possession, custody, or control of Sears. Sears does not have possession, custody, or control documents possessed by individuals that are former employees, former agents, subcontractors, independent contractors, third parties, the media, or other persons and entities whose documents are not accessible to Sears. Sears further objects to the Requests to the extent they are duplicative of documents and information that are equally or more readily available to Defendants through public sources, or are already in Defendants’ possession, custody, or control.

3. Sears objects to the Requests to the extent they seek information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence.

4. Sears objects to the Requests to the extent they seek documents that contain trade secrets or otherwise contain confidential, proprietary, or competitively sensitive information, the disclosure of which could cause serious injury to Sears.

5. Sears objects to the Requests to the extent they seek documents and information protected from disclosure by the attorney-client privilege, the work-product doctrine, and/or any

1 other applicable privilege, immunity, or protective doctrine. Such information will not be
2 produced; any production thereof is inadvertent and not a waiver of any applicable protection
3 against disclosure.

4 6. Sears objects to the Requests to the extent they would require Sears to disclose
5 information that would cause Sears to violate its existing contractual obligations to other parties
6 to maintain the confidentiality of such information.

7 7. Sears objects to the Requests to the extent that the specifications are vague and
8 ambiguous. Sears also objects to Defendants' definitions of words to the extent they are
9 inconsistent with the plain meaning of those words or impose an expanded definition of the words
10 or phrases. By responding to a request containing such a definition, Sears does not adopt
11 definitions of terms propounded by Defendants. Instead, Sears expressly reserves its right to
12 narrow the scope of the purported definition.

13 8. Sears objects to the Requests to the extent they impose obligations that exceed
14 those imposed by applicable law, including the Federal Rules of Civil Procedure. By providing
15 these objections Sears does not in any way waive, or intend to waive, but rather intends to
16 preserve and is preserving all objections on any ground to the use of any documents produced by
17 Sears in any subsequent proceedings, including any other lawsuits or proceedings.

18 9. Sears objects to the time period specified in the Requests for production of
19 documents as unduly burdensome and oppressive. Sears will produce documents at a mutually-
20 convenient time agreed to by Sears and Defendants.

21 10. Sears objects to the Requests to the extent that they prematurely call for expert
22 testimony and state that Sears will provide expert disclosures as provided by the Federal Rule of
23 Civil Procedure or order of the court.

24 11. Sears objects to the Requests, including the instructions and definitions, on the
25 grounds that Sears will incur substantial expense complying with the inspection and copying
26 command.

27
28

12. Sears objects to the Requests to the extent Defendants are drawing a distinction between CRTs and CRT Products. In responding to these Requests, Sears is interpreting all Requests related to CRTs to include its purchases of CRT Products, which contain CRTs.

13. Sears has not completed its discovery and preparation in this matter, and Sears' investigation of this case is ongoing. Sears' responses are being made after reasonable inquiry into the relevant facts, and the responses are based only upon the information and documentation that is presently available to and known to Sears. Further investigation and discovery may result in the identification of additional information or contentions, and Sears reserves the right to modify its responses. Sears' responses should not be construed to prejudice Sears' right to conduct further investigation in this case, or to limit Sears' use of any additional evidence that may be developed.

RESPONSES TO REQUESTS FOR PRODUCTION

REQUEST NO. 1:

All Documents You Identified or were requested to Identify in response to the Interrogatories served herewith.

RESPONSE TO REQUEST NO. 1:

Sears refers to and incorporates its General Objections as though set forth fully herein. Sears also refers to and incorporates its objections and responses to Defendants' Interrogatories. Sears further objects to this Request on the grounds that it seeks documents that are irrelevant to the claims or defenses of any party, and is not reasonably calculated to lead to the discovery of admissible evidence. Sears further objects to this Request on the grounds and to the extent it seeks information protected by the attorney client privilege, the attorney work-product doctrine, or any other available privilege or protection.

REQUEST NO. 2:

All Documents concerning any CRTs or CRT Products purchased by You or on Your behalf from Defendants during the Relevant Period, including Documents evidencing for each CRT or CRT Product:

1 outside the Relevant Period, and is not reasonably calculated to lead to the discovery of
 2 admissible evidence. Sears further objects to this Request on the grounds that it is unduly
 3 burdensome and oppressive and seeks information that is equally available to Defendants, or can
 4 be obtained from another source that is more convenient, less burdensome, or less expensive. Sears
 5 further objects to this Request as vague and ambiguous.

6 Subject to and without waiving any of the foregoing objections, Sears will meet and
 7 confer with Defendants on the scope of, and the categories of documents sought in this Request,
 8 and will conduct a reasonable search for any such responsive documents.

9 **REQUEST NO. 6:**

10 All Documents relating to negotiations or Communications regarding offers, price quotes,
 11 price lists, rebates, discounts, price reductions, credits or other terms and conditions of Your sales
 12 of CRT Products.

13 **RESPONSE TO REQUEST NO. 6:**

14 Sears refers to and incorporates its General Objections as though set forth fully herein.
 15 Sears further objects to this Request on the grounds that it is unduly burdensome and oppressive.
 16 Sears further objects to this Request on the grounds that it is overly broad, seeks documents from
 17 outside the Relevant Period, seeks information that is equally available to Defendants, and is not
 18 reasonably calculated to lead to the discovery of admissible evidence. Sears further objects to
 19 this Request as vague and ambiguous. Sears further objects to this Request on the grounds and to
 20 the extent that the Request seeks information protected by the attorney client privilege, the
 21 attorney work-product doctrine, or any other available privilege or protection.

22 Subject to and without waiving any of the foregoing objections, Sears offers to meet and
 23 confer with Defendants regarding the scope of this Request.

24 **REQUEST NO. 7:**

25 All Documents relating to the negotiation or interpretation of any purchase order, contract,
 26 agreement, or terms of sale between You and any Defendant relating to CRTs and CRT Products,
 27 including Documents relating to which terms or agreements govern which transactions.
 28

RESPONSE TO REQUEST NO. 7:

Sears refers to and incorporates its General Objections as though set forth fully herein. Sears further objects to this Request on the grounds that it is overly broad and seeks documents from outside the Relevant Period. Sears further objects to this Request on the grounds that it is unduly burdensome and oppressive. Sears further objects to this Request on the grounds and to the extent that the Request seeks information protected by the attorney client privilege, the attorney work-product doctrine, or any other available privilege or protection. Sears further object to this Request to the extent it is duplicative of other Requests served by Defendants. Sears further objects to this Request as vague and ambiguous; specifically, the reference to the “interpretation” of any purchase order, contract, agreement, and “terms of sale” are vague and ambiguous.

Subject to and without waiving any of the foregoing objections, Sears offers to meet and confer with Defendants regarding the scope of this Request.

REQUEST NO. 8:

For each purchase or potential purchase by You of any CRT or CRT Product, all Documents relating to any efforts to consider alternative items or products before the purchase was made, including all Documents relating to (a) any alternative items or products considered, (b) the price of such items or products, and (c) any factors related to the decision not to purchase the alternative item or product.

RESPONSE TO REQUEST NO. 8:

Sears refers to and incorporates its General Objections as though set forth fully herein. Sears further objects to this Request on the grounds that it is overly broad and seeks documents from outside the Relevant Period. Sears further objects to this Request on the grounds that it seeks documents that are irrelevant to the claims or defenses of any party, and is not reasonably calculated to lead to the discovery of admissible evidence. Sears further objects to this Request on the grounds that it is unduly burdensome and oppressive to provide all requested documents for each purchase or “potential” purchase. Sears also objects to this Request as vague and ambiguous; specifically, the reference to “alternative items or products.”

EXHIBIT M

GIBSON, DUNN & CRUTCHER LLP
JOEL S. SANDERS, SBN 107234,
JSanders@gibsondunn.com
RACHEL S. BRASS, SBN 219301,
RBrass@gibsondunn.com
555 Mission Street, Suite 3000
San Francisco, California 94105-2933
Telephone: 415.393.8200
Facsimile: 415.393.8306

**Attorneys for Defendant
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O'MELVENY & MYERS LLP
IAN SIMMONS (*pro hac vice*)
isimmons@omm.com
BENJAMIN G. BRADSHAW (SBN 189925)
bbradshaw@omm.com
1625 Eye Street, N.W.
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SAMSUNG ELECTRONICS CO., LTD.**

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

**IN RE: CATHODE RAY TUBE (CRT)
ANTITRUST LITIGATION**

CASE NO. 3:11-cv-05514-SC

MDL NO. 1917

This Document Relates To:

Target Corp.; Sears, Roebuck and Co.; Kmart Corp.; Old Comp Inc.; Good Guys, Inc.; RadioShack Corp., v. Chunghwa Picture Tubes, Ltd., No. 3:11-cv-05514-SC

**TATUNG COMPANY OF AMERICA, INC.
AND SAMSUNG ELECTRONICS CO.,
LTD.'S FIRST SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS TO
PLAINTIFF SEARS, ROEBUCK AND CO.**

PROPOUNDING PARTY: Defendant Tatung Company of America, Inc. and Samsung Electronics Co., Ltd.

RESPONDING PARTY: Sears, Roebuck and Co.

SET NO.: ONE

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Defendants Tatung Company of America, Inc. and Samsung Electronics Co., Ltd. hereby requests that Plaintiff Sears, Roebuck and Co. ("Plaintiff") produce for inspection and copying each of the documents and other things described below at Gibson, Dunn & Crutcher LLP, 555 Mission St. Suite 3000, San Francisco, CA 94105-2933, within thirty (30) days after the date of the service hereof.

DEFINITIONS AND INSTRUCTIONS

1. "You" and "Your" means the Plaintiff responding to these requests for production, its direct and indirect parents, predecessors in interest, affiliates, subsidiaries, divisions, successors, and assigns, the present and former officers, directors, employees, attorneys, agents, and representatives of any of the above, and each Person acting or purporting to act on its behalf. "You" or "Your" includes, but is not limited to, all entities who assigned their claims to You.

2. "Documents" is used in the broadest possible sense as interpreted under the Federal Rules of Civil Procedure and shall include, without limitation, any kind of written, typewritten, or printed material whatsoever, and any computer hard drive or computer readable media, including, without limitation, papers, agreements, contracts, notes, memoranda, presentations, presentation materials, Communications, letters, telegrams, messages sent to or received from a wireless device, electronic mail, statements, invoices, personal diaries, records, books, maps, blueprints, forms, transcriptions, CDs, DVDs, floppy discs, magnetic tapes, recordings, translations to any language, printed cards, programming instructions, assembly diagrams, schematic diagrams, and manuals either in YOUR possession or custody or under Your control, and shall include, without limitation, originals, file copies, and other copies, no matter how or by whom prepared, and all drafts prepared in connection with any such writings, whether used or not, regardless of whether the Document still exists, and regardless of who has maintained custody of such Documents.

3. "Communications" means any and all written, oral, telephonic, or other utterances of any nature whatsoever, shared, shown, and/or transferred between and/or among any Person(s), including, but not limited to, any statements, inquiries, discussions, conversations, dialogues, correspondence, consultations, negotiations, agreements, understandings, meetings, letters, emails, faxes, notations, telegrams, advertisements, interviews and all other Documents as herein defined.

4. “Interrogatories” refers to the interrogatories enumerated in Defendants Tatung Company of America, Inc. and Samsung Electronics America, Inc.’s First Set of Interrogatories to Plaintiff, served concurrently herewith.

5. “Complaint” means the amended Complaint filed by Plaintiffs Target Corp.; Sears, Roebuck and Co.; Kmart Corp.; Old Comp Inc.; Good Guys, Inc.; and RadioShack Corp., on January 6, 2012 in Case No. 3:11-cv-05514-SC.

6. “CRT(s)” refers to cathode ray tubes and “CRT Product(s)” refers to products containing cathode ray tubes.

7. “Defendants” means the entities enumerated by paragraphs 38 through 85 of the Complaint.

8. “OEM” means non-Defendant original equipment manufacturers, as defined in paragraph 105 of the Complaint.

9. “Person” means any individual or group of individuals, corporation, partnership, association, governmental entity, department, commission, bureau or any other kind of legal or business entity.

10. When referring to a Person, “Identity” or “Identify” means, to the extent known, the Person’s full name, present or last known address, and when referring to a natural Person, additionally, the present or last known place of employment. Once a Person has been identified in accordance with this subparagraph, only the name of the Person need be listed in response to subsequent discovery requesting the identification of that Person.

11. When referring to a Document, “Identify” means, to the extent known, the (i) type of document; (ii) general subject matter; (iii) date of the document; and (iv) author(s), addressee(s) and recipient(s).

12. “Relevant Period” means the Class Period alleged in paragraph 1 of the Complaint, i.e., March 1, 1995 to November 25, 2007.

13. You are required to produce all Documents in the manner, form and position in which they are kept in the ordinary course of business, as required by the Federal Rules of Civil Procedure,

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9 completely as possible and specify the document's disposal date, disposal manner, disposal reason,
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11 16. In the event any information is withheld on a claim of attorney-client-privilege, work-
12 product doctrine, or any other applicable privilege, You shall provide a privilege log that includes at
13 least the following information: the nature of the information contained in the withheld document, the
14 document date, source, and subject matter, the author(s) and recipient(s), such as would enable the
15 privilege claim to be adjudicated, and any authority that You assert supports any claim of privilege.

16 17. The words "concerning," "regarding," "reflecting," "referring to" and/or "relating to"
17 mean describing, discussing, constituting, containing, considering, embodying, evaluating,
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20 reason of, or derived or arising therefrom.

21 18. The word "and" shall be construed to include "or" and vice versa.

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23 **REQUESTS FOR PRODUCTION OF DOCUMENTS**

24 **REQUEST NO. 1:**

25 All Documents You Identified or were requested to Identify in response to the Interrogatories
26 served herewith.

- p. all receipts, invoices, purchase orders, wire transfer records or other similar Documents evidencing each CRT or CRT Product purchase; and
- q. all information used to Identify each CRT or CRT Product including tracking numbers, model numbers, product names, brands and serial numbers.

REQUEST NO. 3:

Documents sufficient to show the meaning of any codes or abbreviations used in any data produced in response to Request for Production No. 2, including Documents that contain the characteristics of the CRTs and CRT Products associated with those codes and abbreviations, such as the size, model, manufacturer, and other features.

REQUEST NO. 4:

For each purchase or potential purchase by You of any CRT or CRT Product, all Documents relating to negotiations or Communications of that purchase, including but not limited to any offers, price quotes, price lists, rebates, discounts, price reductions, credits or other terms and conditions of sale.

REQUEST NO. 5:

For each purchase or potential purchase by You of any CRT or CRT Product, all contracts, purchase orders, agreements or memoranda of understanding or any other Document that contains any term or condition of sale, including all exclusive contracts, master purchase agreements, purchase orders, invoices, cost-plus contracts and most-favored-nation contracts, and purchase order acknowledgements.

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All Documents relating to the negotiation or interpretation of any purchase order, contract, agreement, or terms of sale between You and any Defendant relating to CRTs and CRT Products, including Documents relating to which terms or agreements govern which transactions.

1 Jason C. Murray (CA Bar No. 169806)
2 CROWELL & MORING LLP
3 515 South Flower St., 40th Floor
4 Los Angeles, CA 90071
5 Telephone: 213-622-4750
6 Facsimile: 213-622-2690
7 Email: jmurray@crowell.com

8 Counsel for Plaintiffs
9 *Target Corp.; Sears, Roebuck and Co.;*
10 *Kmart Corp.; Old Comp Inc.; Good*
11 *Guys, Inc.; RadioShack Corp.*
12

13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA
15 SAN FRANCISCO DIVISION
16

17 IN RE CATHODE RAY TUBE (CRT)
18 ANTITRUST LITIGATION

19 This Document Relates To:

20 *Target Corp., et al. v. Chunghwa*
21 *Picture Tubes, Ltd., et al., Case No.*
22 *3:11-CV-05514-SC*

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MASTER FILE NO. CV 07-5944-SC

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**PLAINTIFFS SEARS, ROEBUCK AND CO.
AND K MART CORPORATION'S
RESPONSES AND OBJECTIONS TO
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25 RESPONDING PARTY: Plaintiffs Sears Roebuck and Co. and Kmart Corporation

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Sears asserts the following General Objections to the Requests, which are incorporated by reference in each specific response as though set forth fully therein:

1. Sears objects to the Requests, including the instructions and definitions, to the extent they are overbroad, burdensome, and seek information that is outside the scope of any allowable discovery by the court.

2. Sears objects to the Requests to the extent they call for documents not in the possession, custody, or control of Sears. Sears does not have possession, custody, or control documents possessed by individuals that are former employees, former agents, subcontractors, independent contractors, third parties, the media, or other persons and entities whose documents are not accessible to Sears. Sears further objects to the Requests to the extent they are duplicative of documents and information that are equally or more readily available to Defendants through public sources, or are already in Defendants’ possession, custody, or control.

3. Sears objects to the Requests to the extent they seek information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence.

4. Sears objects to the Requests to the extent they seek documents that contain trade secrets or otherwise contain confidential, proprietary, or competitively sensitive information, the disclosure of which could cause serious injury to Sears.

5. Sears objects to the Requests to the extent they seek documents and information protected from disclosure by the attorney-client privilege, the work-product doctrine, and/or any

1 other applicable privilege, immunity, or protective doctrine. Such information will not be
2 produced; any production thereof is inadvertent and not a waiver of any applicable protection
3 against disclosure.

4 6. Sears objects to the Requests to the extent they would require Sears to disclose
5 information that would cause Sears to violate its existing contractual obligations to other parties
6 to maintain the confidentiality of such information.

7 7. Sears objects to the Requests to the extent that the specifications are vague and
8 ambiguous. Sears also objects to Defendants' definitions of words to the extent they are
9 inconsistent with the plain meaning of those words or impose an expanded definition of the words
10 or phrases. By responding to a request containing such a definition, Sears does not adopt
11 definitions of terms propounded by Defendants. Instead, Sears expressly reserves its right to
12 narrow the scope of the purported definition.

13 8. Sears objects to the Requests to the extent they impose obligations that exceed
14 those imposed by applicable law, including the Federal Rules of Civil Procedure. By providing
15 these objections Sears does not in any way waive, or intend to waive, but rather intends to
16 preserve and is preserving all objections on any ground to the use of any documents produced by
17 Sears in any subsequent proceedings, including any other lawsuits or proceedings.

18 9. Sears objects to the time period specified in the Requests for production of
19 documents as unduly burdensome and oppressive. Sears will produce documents at a mutually-
20 convenient time agreed to by Sears and Defendants.

21 10. Sears objects to the Requests to the extent that they prematurely call for expert
22 testimony and state that Sears will provide expert disclosures as provided by the Federal Rule of
23 Civil Procedure or order of the court.

24 11. Sears objects to the Requests, including the instructions and definitions, on the
25 grounds that Sears will incur substantial expense complying with the inspection and copying
26 command.

27
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12. Sears objects to the Requests to the extent Defendants are drawing a distinction between CRTs and CRT Products. In responding to these Requests, Sears is interpreting all Requests related to CRTs to include its purchases of CRT Products, which contain CRTs.

13. Sears has not completed its discovery and preparation in this matter, and Sears' investigation of this case is ongoing. Sears' responses are being made after reasonable inquiry into the relevant facts, and the responses are based only upon the information and documentation that is presently available to and known to Sears. Further investigation and discovery may result in the identification of additional information or contentions, and Sears reserves the right to modify its responses. Sears' responses should not be construed to prejudice Sears' right to conduct further investigation in this case, or to limit Sears' use of any additional evidence that may be developed.

RESPONSES TO REQUESTS FOR PRODUCTION

REQUEST NO. 1:

All Documents You Identified or were requested to Identify in response to the Interrogatories served herewith.

RESPONSE TO REQUEST NO. 1:

Sears refers to and incorporates its General Objections as though set forth fully herein. Sears also refers to and incorporates its objections and responses to Defendants' Interrogatories. Sears further objects to this Request on the grounds that it seeks documents that are irrelevant to the claims or defenses of any party, and is not reasonably calculated to lead to the discovery of admissible evidence. Sears further objects to this Request on the grounds and to the extent it seeks information protected by the attorney client privilege, the attorney work-product doctrine, or any other available privilege or protection.

REQUEST NO. 2:

All Documents concerning any CRTs or CRT Products purchased by You or on Your behalf from Defendants during the Relevant Period, including Documents evidencing for each CRT or CRT Product:

1 outside the Relevant Period, and is not reasonably calculated to lead to the discovery of
 2 admissible evidence. Sears further objects to this Request on the grounds that it is unduly
 3 burdensome and oppressive and seeks information that is equally available to Defendants, or can
 4 be obtained from another source that is more convenient, less burdensome, or less expensive. Sears
 5 further objects to this Request as vague and ambiguous.

6 Subject to and without waiving any of the foregoing objections, Sears will meet and
 7 confer with Defendants on the scope of, and the categories of documents sought in this Request,
 8 and will conduct a reasonable search for any such responsive documents.

9 **REQUEST NO. 6:**

10 All Documents relating to negotiations or Communications regarding offers, price quotes,
 11 price lists, rebates, discounts, price reductions, credits or other terms and conditions of Your sales
 12 of CRT Products.

13 **RESPONSE TO REQUEST NO. 6:**

14 Sears refers to and incorporates its General Objections as though set forth fully herein.
 15 Sears further objects to this Request on the grounds that it is unduly burdensome and oppressive.
 16 Sears further objects to this Request on the grounds that it is overly broad, seeks documents from
 17 outside the Relevant Period, seeks information that is equally available to Defendants, and is not
 18 reasonably calculated to lead to the discovery of admissible evidence. Sears further objects to
 19 this Request as vague and ambiguous. Sears further objects to this Request on the grounds and to
 20 the extent that the Request seeks information protected by the attorney client privilege, the
 21 attorney work-product doctrine, or any other available privilege or protection.

22 Subject to and without waiving any of the foregoing objections, Sears offers to meet and
 23 confer with Defendants regarding the scope of this Request.

24 **REQUEST NO. 7:**

25 All Documents relating to the negotiation or interpretation of any purchase order, contract,
 26 agreement, or terms of sale between You and any Defendant relating to CRTs and CRT Products,
 27 including Documents relating to which terms or agreements govern which transactions.
 28

RESPONSE TO REQUEST NO. 7:

Sears refers to and incorporates its General Objections as though set forth fully herein. Sears further objects to this Request on the grounds that it is overly broad and seeks documents from outside the Relevant Period. Sears further objects to this Request on the grounds that it is unduly burdensome and oppressive. Sears further objects to this Request on the grounds and to the extent that the Request seeks information protected by the attorney client privilege, the attorney work-product doctrine, or any other available privilege or protection. Sears further object to this Request to the extent it is duplicative of other Requests served by Defendants. Sears further objects to this Request as vague and ambiguous; specifically, the reference to the “interpretation” of any purchase order, contract, agreement, and “terms of sale” are vague and ambiguous.

Subject to and without waiving any of the foregoing objections, Sears offers to meet and confer with Defendants regarding the scope of this Request.

REQUEST NO. 8:

For each purchase or potential purchase by You of any CRT or CRT Product, all Documents relating to any efforts to consider alternative items or products before the purchase was made, including all Documents relating to (a) any alternative items or products considered, (b) the price of such items or products, and (c) any factors related to the decision not to purchase the alternative item or product.

RESPONSE TO REQUEST NO. 8:

Sears refers to and incorporates its General Objections as though set forth fully herein. Sears further objects to this Request on the grounds that it is overly broad and seeks documents from outside the Relevant Period. Sears further objects to this Request on the grounds that it seeks documents that are irrelevant to the claims or defenses of any party, and is not reasonably calculated to lead to the discovery of admissible evidence. Sears further objects to this Request on the grounds that it is unduly burdensome and oppressive to provide all requested documents for each purchase or “potential” purchase. Sears also objects to this Request as vague and ambiguous; specifically, the reference to “alternative items or products.”

EXHIBIT N

GIBSON, DUNN & CRUTCHER LLP
JOEL S. SANDERS, SBN 107234,
JSanders@gibsondunn.com
RACHEL S. BRASS, SBN 219301,
RBrass@gibsondunn.com
555 Mission Street, Suite 3000
San Francisco, California 94105-2933
Telephone: 415.393.8200
Facsimile: 415.393.8306

**Attorneys for Defendant
TATUNG COMPANY OF AMERICA, INC.**

O'MELVENY & MYERS LLP
IAN SIMMONS (*pro hac vice*)
isimmons@omm.com
BENJAMIN G. BRADSHAW (SBN 189925)
bbradshaw@omm.com
1625 Eye Street, N.W.
Washington, D.C. 20006
Telephone: (202) 383-5300
Facsimile: (202) 383-5414

**Attorneys for Defendant
SAMSUNG ELECTRONICS CO., LTD.**

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

**IN RE: CATHODE RAY TUBE (CRT)
ANTITRUST LITIGATION**

CASE NO. 3:11-cv-05514-SC

MDL NO. 1917

This Document Relates To:

Target Corp.; Sears, Roebuck and Co.; Kmart Corp.; Old Comp Inc.; Good Guys, Inc.; RadioShack Corp., v. Chunghwa Picture Tubes, Ltd., No. 3:11-cv-05514-SC

**TATUNG COMPANY OF AMERICA, INC.
AND SAMSUNG ELECTRONICS CO.,
LTD.'S FIRST SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS TO
PLAINTIFF TARGET CORP.**

PROPOUNDING PARTY: Defendant Tatung Company of America, Inc. and Samsung Electronics Co., Ltd.

RESPONDING PARTY: Target Corp.

SET NO.: ONE

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Defendants Tatung Company of America, Inc. and Samsung Electronics Co., Ltd. hereby requests that Plaintiff Target Corp. ("Plaintiff") produce for inspection and copying each of the documents and other things described below at Gibson, Dunn & Crutcher LLP, 555 Mission St. Suite 3000, San Francisco, CA 94105-2933, within thirty (30) days after the date of the service hereof.

DEFINITIONS AND INSTRUCTIONS

1. "You" and "Your" means the Plaintiff responding to these requests for production, its direct and indirect parents, predecessors in interest, affiliates, subsidiaries, divisions, successors, and assigns, the present and former officers, directors, employees, attorneys, agents, and representatives of any of the above, and each Person acting or purporting to act on its behalf. "You" or "Your" includes, but is not limited to, all entities who assigned their claims to You.

2. "Documents" is used in the broadest possible sense as interpreted under the Federal Rules of Civil Procedure and shall include, without limitation, any kind of written, typewritten, or printed material whatsoever, and any computer hard drive or computer readable media, including, without limitation, papers, agreements, contracts, notes, memoranda, presentations, presentation materials, Communications, letters, telegrams, messages sent to or received from a wireless device, electronic mail, statements, invoices, personal diaries, records, books, maps, blueprints, forms, transcriptions, CDs, DVDs, floppy discs, magnetic tapes, recordings, translations to any language, printed cards, programming instructions, assembly diagrams, schematic diagrams, and manuals either in YOUR possession or custody or under Your control, and shall include, without limitation, originals, file copies, and other copies, no matter how or by whom prepared, and all drafts prepared in connection with any such writings, whether used or not, regardless of whether the Document still exists, and regardless of who has maintained custody of such Documents.

3. "Communications" means any and all written, oral, telephonic, or other utterances of any nature whatsoever, shared, shown, and/or transferred between and/or among any Person(s), including, but not limited to, any statements, inquiries, discussions, conversations, dialogues, correspondence, consultations, negotiations, agreements, understandings, meetings, letters, emails, faxes, notations, telegrams, advertisements, interviews and all other Documents as herein defined.

1 4. “Interrogatories” refers to the interrogatories enumerated in Defendants Tatung
2 Company of America, Inc. and Samsung Electronics America, Inc.’s First Set of Interrogatories to
3 Plaintiff, served concurrently herewith.

4 5. “Complaint” means the amended Complaint filed by Plaintiffs Target Corp.; Sears,
5 Roebuck and Co.; Kmart Corp.; Old Comp Inc.; Good Guys, Inc.; and RadioShack Corp., on January
6 6, 2012 in Case No. 3:11-cv-05514-SC.

7 6. “CRT(s)” refers to cathode ray tubes and “CRT Product(s)” refers to products
8 containing cathode ray tubes.

9 7. “Defendants” means the entities enumerated by paragraphs 38 through 85 of the
10 Complaint.

11 8. “OEM” means non-Defendant original equipment manufacturers, as defined in
12 paragraph 105 of the Complaint.

13 9. “Person” means any individual or group of individuals, corporation, partnership,
14 association, governmental entity, department, commission, bureau or any other kind of legal or
15 business entity.

16 10. When referring to a Person, “Identity” or “Identify” means, to the extent known, the
17 Person’s full name, present or last known address, and when referring to a natural Person,
18 additionally, the present or last known place of employment. Once a Person has been identified in
19 accordance with this subparagraph, only the name of the Person need be listed in response to
20 subsequent discovery requesting the identification of that Person.

21 11. When referring to a Document, “Identify” means, to the extent known, the (i) type of
22 document; (ii) general subject matter; (iii) date of the document; and (iv) author(s), addressee(s) and
23 recipient(s).

24 12. “Relevant Period” means the Class Period alleged in paragraph 1 of the Complaint,
25 i.e., March 1, 1995 to November 25, 2007.

26 13. You are required to produce all Documents in the manner, form and position in which
27 they are kept in the ordinary course of business, as required by the Federal Rules of Civil Procedure,
28

1 including, where applicable, any index tabs, file dividers, designations, or other information as to the
2 location of the Documents.

3 14. If You cannot respond to a request for production fully, after a diligent attempt to
4 obtain the requested information, You must answer the request to the extent possible, specify the
5 portion of the request You are unable to answer, and provide whatever information You have
6 regarding the answered portion.

7 15. In the event that any requested Document has been destroyed, lost, discarded or is
8 otherwise no longer in Your possession, custody, or control, You shall Identify the document as
9 completely as possible and specify the document's disposal date, disposal manner, disposal reason,
10 the Person who authorized the disposal, and the Person who disposed of the document.

11 16. In the event any information is withheld on a claim of attorney-client-privilege, work-
12 product doctrine, or any other applicable privilege, You shall provide a privilege log that includes at
13 least the following information: the nature of the information contained in the withheld document, the
14 document date, source, and subject matter, the author(s) and recipient(s), such as would enable the
15 privilege claim to be adjudicated, and any authority that You assert supports any claim of privilege.

16 17. The words "concerning," "regarding," "reflecting," "referring to" and/or "relating to"
17 mean describing, discussing, constituting, containing, considering, embodying, evaluating,
18 mentioning, memorializing, supporting, collaborating, demonstrating, proving, evidencing, showing,
19 refuting, disputing, rebutting, regarding, controverting, contradicting, made in connection with or by
20 reason of, or derived or arising therefrom.

21 18. The word "and" shall be construed to include "or" and vice versa.

22 19. The word "any" shall be construed to include "all" and vice versa.

23 **REQUESTS FOR PRODUCTION OF DOCUMENTS**

24 **REQUEST NO. 1:**

25 All Documents You Identified or were requested to Identify in response to the Interrogatories
26 served herewith.

- p. all receipts, invoices, purchase orders, wire transfer records or other similar Documents evidencing each CRT or CRT Product purchase; and
- q. all information used to Identify each CRT or CRT Product including tracking numbers, model numbers, product names, brands and serial numbers.

REQUEST NO. 3:

Documents sufficient to show the meaning of any codes or abbreviations used in any data produced in response to Request for Production No. 2, including Documents that contain the characteristics of the CRTs and CRT Products associated with those codes and abbreviations, such as the size, model, manufacturer, and other features.

REQUEST NO. 4:

For each purchase or potential purchase by You of any CRT or CRT Product, all Documents relating to negotiations or Communications of that purchase, including but not limited to any offers, price quotes, price lists, rebates, discounts, price reductions, credits or other terms and conditions of sale.

REQUEST NO. 5:

For each purchase or potential purchase by You of any CRT or CRT Product, all contracts, purchase orders, agreements or memoranda of understanding or any other Document that contains any term or condition of sale, including all exclusive contracts, master purchase agreements, purchase orders, invoices, cost-plus contracts and most-favored-nation contracts, and purchase order acknowledgements.

REQUEST NO. 6:

All Documents relating to negotiations or Communications regarding offers, price quotes, price lists, rebates, discounts, price reductions, credits or other terms and conditions of Your sales of CRT Products.

REQUEST NO. 7:

All Documents relating to the negotiation or interpretation of any purchase order, contract, agreement, or terms of sale between You and any Defendant relating to CRTs and CRT Products, including Documents relating to which terms or agreements govern which transactions.

1 Jason C. Murray (CA Bar No. 169806)
2 CROWELL & MORING LLP
3 515 South Flower St., 40th Floor
4 Los Angeles, CA 90071
5 Telephone: 213-622-4750
6 Facsimile: 213-622-2690
7 Email: jmmurray@crowell.com

8
9 Counsel for Plaintiffs
10 *Target Corp.; Sears, Roebuck and Co.;*
11 *Kmart Corp.; Old Comp Inc.; Good*
12 *Guys, Inc.; and RadioShack Corp.*

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

13 IN RE CATHODE RAY TUBE (CRT)
14 ANTITRUST LITIGATION

15 This Document Relates To:

16 *Target Corp., et al. v. Chunghwa*
17 *Picture Tubes, Ltd., et al., Case No.*
18 *3:11-CV 11-05514-SC*

CASE NO. 3:11-CV 11-05514-SC

MASTER FILE NO. CV 07-5944-SC

MDL NO. 1917

**PLAINTIFF TARGET CORP.'S
RESPONSES AND OBJECTIONS TO
DEFENDANTS TATUNG COMPANY OF
AMERICA, INC. AND SAMSUNG
ELECTRONICS CO., LTD.'S FIRST SET
OF REQUESTS FOR PRODUCTION OF
DOCUMENTS**

22 PROPOUNDING PARTY: Defendants Tatung Company of America, Inc. and Samsung
23 Electronics Co., Ltd

24 RESPONDING PARTY: Plaintiff Target Corp.

25 SET NO.: ONE
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28

Pursuant to Rule 26 and 34 of the Federal Rules of Civil Procedure, Plaintiff Target Corp. (“Target”) hereby objects to the First Request for Production of Documents to Target, (“Requests”) served by counsel for Tatung Company of America, Inc. and Samsung Electronics Co., Ltd. (collectively, “Defendants”) in the above-captioned matter. For the reasons specified below, Target objects generally and specifically to all specifications in the Requests. Target reserves the right to supplement the objections and responses set forth below.

GENERAL OBJECTIONS

Target asserts the following General Objections to the Requests, which are incorporated by reference in each specific response as though set forth fully therein:

1. Target objects to the Requests, including the instructions and definitions, to the extent they are overbroad, burdensome, and seek information that is outside the scope of any allowable discovery by the court.

2. Target objects to the Requests to the extent they call for documents not in the possession, custody, or control of Target. Target does not have possession, custody, or control documents possessed by individuals that are former employees, former agents, subcontractors, independent contractors, third parties, the media, or other persons and entities whose documents are not accessible to Target. Target further objects to the Requests to the extent they are duplicative of documents and information that are equally or more readily available to Defendants through public sources, or are already in Defendants’ possession, custody, or control.

3. Target objects to the Requests to the extent they seek information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence.

4. Target objects to the Requests to the extent they seek documents that contain trade secrets or otherwise contain confidential, proprietary, or competitively sensitive information, the disclosure of which could cause serious injury to Target.

5. Target objects to the Requests to the extent they seek documents and information protected from disclosure by the attorney-client privilege, the work-product doctrine, and/or any other applicable privilege, immunity, or protective doctrine. Such information will not be

1 produced; any production thereof is inadvertent and not a waiver of any applicable protection
2 against disclosure.

3 6. Target objects to the Requests to the extent they would require Target to disclose
4 information that would cause Target to violate its existing contractual obligations to other parties
5 to maintain the confidentiality of such information.

6 7. Target objects to the Requests to the extent that the specifications are vague and
7 ambiguous. Target also objects to Defendants' definitions of words to the extent they are
8 inconsistent with the plain meaning of those words or impose an expanded definition of the words
9 or phrases. By responding to a request containing such a definition, Target does not adopt
10 definitions of terms propounded by Defendants. Instead, Target expressly reserves its right to
11 narrow the scope of the purported definition.

12 8. Target objects to the Requests to the extent they impose obligations that exceed
13 those imposed by applicable law, including the Federal Rules of Civil Procedure. By providing
14 these objections Target does not in any way waive, or intend to waive, but rather intends to
15 preserve and is preserving all objections on any ground to the use of any documents produced by
16 Target in any subsequent proceedings, including any other lawsuits or proceedings.

17 9. Target objects to the time period specified in the Requests for production of
18 documents as unduly burdensome and oppressive. Target will produce documents at a mutually-
19 convenient time agreed to by Target and Defendants.

20 10. Target objects to the Requests to the extent that they prematurely call for expert
21 testimony and state that Target will provide expert disclosures as provided by the Federal Rule of
22 Civil Procedure or order of the court.

23 11. Target objects to the Requests, including the instructions and definitions, on the
24 grounds that Target will incur substantial expense complying with the inspection and copying
25 command.

26 12. Target objects to the Requests to the extent Defendants are drawing a distinction
27 between CRTs and CRT Products. In responding to these Requests, Target is interpreting all
28 Requests related to CRTs to include its purchases of CRT Products, which contain CRTs.

13. Target has not completed its discovery and preparation in this matter, and Target's investigation of this case is ongoing. Target's responses are being made after reasonable inquiry into the relevant facts, and the responses are based only upon the information and documentation that is presently available to and known to Target. Further investigation and discovery may result in the identification of additional information or contentions, and Target reserves the right to modify its responses. Target's responses should not be construed to prejudice Target's right to conduct further investigation in this case, or to limit Target's use of any additional evidence that may be developed.

RESPONSES TO REQUESTS

REQUEST NO. 1:

All Documents You Identified or were requested to Identify in response to the Interrogatories served herewith.

RESPONSE TO REQUEST NO. 1:

Target refers to and incorporates its General Objections as though set forth fully herein. Target also refers to and incorporates its objections and responses to Defendants' Interrogatories. Target further objects to this Request on the grounds that it seeks documents that are irrelevant to the claims or defenses of any party, and is not reasonably calculated to lead to the discovery of admissible evidence. Target further objects to this Request on the grounds and to the extent it seeks information protected by the attorney client privilege, the attorney work-product doctrine, or any other available privilege or protection.

REQUEST NO. 2:

All Documents concerning any CRTs or CRT Products purchased by You or on Your behalf from Defendants during the Relevant Period, including Documents evidencing for each CRT or CRT Product:

- a. the date and place of purchase of the CRT or CRT Product, including the place(s) where the CRT or CRT Product was manufactured, shipped from, shipped to, stored, and/or invoiced;
- b. the Person or entity from whom You purchased each CRT or CRT Product;

1 be obtained from another source that is more convenient, less burdensome, or less expensive. Target
2 further objects to this Request as vague and ambiguous.

3 Subject to and without waiving any of the foregoing objections, Target will meet and
4 confer with Defendants on the scope of, and the categories of documents sought in this Request,
5 and will conduct a reasonable search for any such responsive documents.

6 **REQUEST NO. 6:**

7 All Documents relating to negotiations or Communications regarding offers, price quotes,
8 price lists, rebates, discounts, price reductions, credits or other terms and conditions of Your sales
9 of CRT Products.

10 **RESPONSE TO REQUEST NO. 6:**

11 Target refers to and incorporates its General Objections as though set forth fully herein.
12 Target further objects to this Request on the grounds that it is unduly burdensome and oppressive.
13 Target further objects to this Request on the grounds that it is overly broad, seeks documents from
14 outside the Relevant Period, seeks information that is equally available to Defendants, and is not
15 reasonably calculated to lead to the discovery of admissible evidence. Target further objects to
16 this Request as vague and ambiguous. Target further objects to this Request on the grounds and
17 to the extent that the Request seeks information protected by the attorney client privilege, the
18 attorney work-product doctrine, or any other available privilege or protection.

19 Subject to and without waiving any of the foregoing objections, Target offers to meet and
20 confer with Defendants regarding the scope of this Request.

21 **REQUEST NO. 7:**

22 All Documents relating to the negotiation or interpretation of any purchase order, contract,
23 agreement, or terms of sale between You and any Defendant relating to CRTs and CRT Products,
24 including Documents relating to which terms or agreements govern which transactions.

25 **RESPONSE TO REQUEST NO. 7:**

26 Target refers to and incorporates its General Objections as though set forth fully herein.
27 Target further objects to this Request on the grounds that it is overly broad and seeks documents
28 from outside the Relevant Period. Target further objects to this Request on the grounds that it is

1 unduly burdensome and oppressive. Target further objects to this Request on the grounds and to
2 the extent that the Request seeks information protected by the attorney client privilege, the
3 attorney work-product doctrine, or any other available privilege or protection. Target further
4 object to this Request to the extent it is duplicative of other Requests served by Defendants.
5 Target further objects to this Request as vague and ambiguous; specifically, the reference to the
6 “interpretation” of any purchase order, contract, agreement, and “terms of sale” are vague and
7 ambiguous.

8 Subject to and without waiving any of the foregoing objections, Target offers to meet and
9 confer with Defendants regarding the scope of this Request.

10 **REQUEST NO. 8:**

11 For each purchase or potential purchase by You of any CRT or CRT Product, all
12 Documents relating to any efforts to consider alternative items or products before the purchase
13 was made, including all Documents relating to (a) any alternative items or products considered,
14 (b) the price of such items or products, and (c) any factors related to the decision not to purchase
15 the alternative item or product.

16 **RESPONSE TO REQUEST NO. 8:**

17 Target refers to and incorporates its General Objections as though set forth fully herein.
18 Target further objects to this Request on the grounds that it is overly broad and seeks documents
19 from outside the Relevant Period. Target further objects to this Request on the grounds that it
20 seeks documents that are irrelevant to the claims or defenses of any party, and is not reasonably
21 calculated to lead to the discovery of admissible evidence. Target further objects to this Request
22 on the grounds that it is unduly burdensome and oppressive to provide all requested documents
23 for each purchase or “potential” purchase. Target also objects to this Request as vague and
24 ambiguous; specifically, the reference to “alternative items or products.”

25 Subject to and without waiving any of the foregoing objections, Target offers to meet and
26 confer with Defendants regarding the scope of this Request.

27 **REQUEST NO. 9:**

28 All Documents relating to any decision to purchase CRT Products instead of or as an

EXHIBIT O

Brent Caslin (Cal. Bar. No. 198682)
JENNER & BLOCK LLP
633 West Fifth Street
Suite 3600
Los Angeles, California 90071
Telephone: 213 239-5100
Facsimile: 213 239-5199
bcaslin@jenner.com

Terrence J. Truax (*pro hac vice*)
Michael T. Brody (*pro hac vice*)
JENNER & BLOCK LLP
353 N. Clark Street
Chicago, Illinois 60654-3456
Telephone: 312 222-9350
Facsimile: 312 527-0484
ttruax@jenner.com
mbrody@jenner.com

Attorneys for Mitsubishi Electric Corporation, Mitsubishi Electric US, Inc., and Mitsubishi Electric Visual Solutions America, Inc.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In Re: Cathode Ray Tube (CRT) Antitrust
Litigation

Case No. 3:14-cv-02510

This Document Relates To:

Master File No. 3:07-cv-05944-SC

*ViewSonic Corporation v. Chunghwa Picture
Tubes, Ltd.*, No. 14-cv-02510

MDL No. 1917

*Electrograph Systems, Inc. et al. v. Hitachi, Ltd., et
al.*, No. 11-cv-01656;

**mitsubishi electric
corporation, mitsubishi
electric us, inc., and
mitsubishi electric visual
solutions america, inc.'s
first set of requests for
production to viewsonic
corporation**

Siegel v. Hitachi, Ltd., et al., No. 11-cv-05502;

Best Buy Co., Inc., et al. v. Hitachi, Ltd., et al.,
No. 11-cv-05513;

1
2 *Target Corp., et al. v. Chunghwa Picture Tubes,*
3 *Ltd., et al., No. 11-cv-05514;*
4 *Interbond Corporation of America v. Hitachi, et al.,*
5 *No. 11-cv-06275;*
6 *Office Depot, Inc. v. Hitachi, Ltd., et al., No.*
7 *11-cv-06276;*
8 *CompuCom Systems, Inc. v. Hitachi, Ltd. et al., No.*
9 *11-cv-06396;*
10 *Costco Wholesale Corporation v. Hitachi, Ltd., et*
11 *al., No. 11-cv-06397;*
12 *P.C. Richard & Son Long Island Corporation, et al.*
13 *v. Hitachi, Ltd., et al., No. 12-cv-02648;*
14 *Schultze Agency Services, LLC v. Hitachi, Ltd., et*
15 *al., No. 12-cv-02649;*
16 *Tech Data Corp., et al. v. Hitachi, Ltd., et al., No.*
17 *13-cv-00157;*
18 *Sharp Electronics Corp., et al. v. Hitachi, Ltd., et*
19 *al., No. 13-cv-01173;*
20 *Dell Inc. and Dell Products L.P. v. Hitachi, Ltd., et*
21 *al., No. 13-cv-02171;*
22 *Sharp Electronics Corp. et al. v. Koninklijke Philips*
23 *Electronics, N.V., et al., No. 13-cv-02776;*
24 *Siegel v. Technicolor SA, et al., No. 13-cv-05261;*
25 *Sears, Roebuck and Co., et al. v.*
26 *Technicolor SA, et al., No. 13-cv-05262;*
27 *Best Buy Co., Inc., et al. v. Technicolor SA, et al.,*
28 *No. 13-cv-05264;*
Schultze Agency Services, LLC v. Technicolor SA,
et al., No. 13-cv-05668;

Target Corp., v. Technicolor SA, et al., No. 13-cv-05686;

Costco Wholesale Corporation v. Technicolor SA, et al., No. 13-cv-005723;

Electrograph Systems, Inc., et al. v. Technicolor SA, et al., No. 13-cv-05724;

P.C. Richard & Son Long Island Corporation, et al. v. Technicolor SA, et al., No. 13-cv-05725;

Office Depot, Inc. v. Technicolor SA, et al., No. 13-cv-05726;

Interbond Corporation of America v. Technicolor SA, et al., No. 13-cv-05727.

PROPOUNDING PARTIES: Mitsubishi Electric Corporation, Mitsubishi Electric US, Inc., and Mitsubishi Electric Visual Solutions America, Inc.

RESPONDING PARTY: ViewSonic Corporation

SET: ONE

Pursuant to Federal Rules of Civil Procedure 26 and 34, Mitsubishi Electric Corporation, Mitsubishi Electric US, Inc., and Mitsubishi Electric Visual Solutions America, Inc. (collectively, “Mitsubishi Electric”) through their undersigned counsel, request that ViewSonic Corporation (“ViewSonic”) produce the documents described below for inspection and copying by counsel for Mitsubishi Electric. The written response of ViewSonic, subscribed under oath, shall be served within thirty (30) days of the date of service of this request. The production of documents and things shall occur at the office of JENNER & BLOCK, LLP, Attn: Shaun M. Van Horn, 353 N. Clark Street, Chicago, Illinois 60654, at 10:00 a.m. on the thirtieth day following service of this request unless extended by the parties or by law.

DEFINITIONS AND INSTRUCTIONS

1
2 1. “You” and “Your” means the Plaintiff responding to these requests for
3 production, its predecessors in interest, divisions, successors, and assigns, the present and former
4 officers, directors, employees, attorneys, agents, and representatives of any of the above, and all
5 persons acting or purporting to act on its behalf, including without limitation ViewSonic, as
6 described in Paragraph 16 of the Complaint. “You” and “Your” includes, but is not limited to,
7 all entities who assigned their claims to You.
8

9 2. “Documents” is used in the broadest possible sense as interpreted under the
10 Federal Rules of Civil Procedure and shall include, without limitation, any kind of written,
11 typewritten, or printed material whatsoever, and any computer hard drive or computer readable
12 media, including, without limitation, papers, agreements, contracts, notes, memoranda,
13 presentations, presentation materials, Communications, letters, telegrams, messages sent to or
14 received from a wireless device, electronic mail, statements, invoices, personal diaries, records,
15 books, maps, blueprints, forms, transcriptions, CDs, DVDs, floppy discs, magnetic tapes,
16 recordings, translations to any language, printed cards, programming instructions, assembly
17 diagrams, schematic diagrams, and manuals either in Your possession or custody or under Your
18 control, and shall include, without limitation, originals, file copies, and other copies, no matter
19 how or by whom prepared, and all drafts prepared in connection with any such writings, whether
20 used or not, regardless of whether the Document still exists, and regardless of who has
21 maintained custody of such Documents.
22
23

24 3. “Communications” means any and all written, oral, telephonic, or other utterances
25 of any nature whatsoever, shared, shown, and/or transferred between and/or among any
26 Person(s), including, but not limited to, any statements, inquiries, discussions, conversations,
27
28

1 dialogues, correspondence, consultations, negotiations, agreements, understandings, meetings,
2 letters, emails, faxes, notations, telegrams, advertisements, interviews and all other Documents
3 as herein defined.

4 4. “Interrogatories” refers to the interrogatories enumerated in Mitsubishi Electric
5 Corporation, Mitsubishi Electric US, Inc., and Mitsubishi Electric Visual Solutions America,
6 Inc.’s First Set of Interrogatories to ViewSonic Corporation, served concurrently herewith.

7
8 5. “Complaint” means Plaintiff’s Complaint in the above-captioned action, filed in
9 the United States District Court for the Northern District of California, Case No. 3:14-cv-02510,
10 on or about May 30, 2014.

11 6. “CRT(s)” refers to cathode ray tubes and “CRT Product(s)” refers to products
12 containing CRTs.

13 7. “Defendants” means the entities enumerated in Paragraphs 18 through 63 of the
14 Complaint.

15 8. “OEM” means non-Defendant original equipment manufacturers, as defined in
16 Paragraph 83 of the Complaint.

17 9. “Person” means any individual or group of individuals, corporation, partnership,
18 association, governmental entity, department, commission, bureau or any other kind of legal or
19 business entity.
20

21 10. When referring to a Person, “Identity” or “Identify” means, to the extent known,
22 the Person’s full name, present or last known address, and when referring to a natural Person,
23 additionally, the present or last known place of employment. Once a Person has been Identified
24 in accordance with this subparagraph, only the name of the Person need be listed in response to
25 subsequent discovery requesting the identification of that Person.
26

1 11. When referring to a Document, “Identity” means, to the extent known, the (i) type
2 of document; (ii) general subject matter; (iii) date of the document; and (iv) author(s),
3 addressee(s) and recipient(s).

4 12. “Relevant Period” means the time frame alleged in Paragraph 1 of the Complaint,
5 i.e., March 1, 1995 to November 25, 2007.

6 13. You are required to produce all Documents in the manner, form and position in
7 which they are kept in the ordinary course of business, as required by the Federal Rules of Civil
8 Procedure, including, where applicable, any index tabs, file dividers, designations, or other
9 information as to the location of the Documents.

10 14. If You cannot respond to a request for production fully, after a diligent attempt to
11 obtain the requested information, You must answer the request to the extent possible, specify the
12 portion of the request You are unable to answer, and provide whatever information You have
13 regarding the answered portion.

14 15. In the event that any requested Document has been destroyed, lost, discarded or is
15 otherwise no longer in Your possession, custody, or control, You shall identify the document as
16 completely as possible and specify the document’s disposal date, disposal manner, disposal
17 reason, the Person who authorized the disposal, and the Person who disposed of the document.

18 16. In the event any information is withheld on a claim of attorney-client-privilege,
19 work-product doctrine, or any other applicable privilege, You shall provide a privilege log that
20 includes at least the following information: the nature of the information contained in the
21 withheld document, the document date, source, and subject matter, the author(s) and recipient(s),
22 such as would enable the privilege claim to be adjudicated, and any authority that You assert
23 supports any claim of privilege.

17. The words “concerning,” “regarding,” “reflecting,” “referring to” and/or “relating to” mean describing, discussing, constituting, containing, considering, embodying, evaluating, mentioning, memorializing, supporting, collaborating, demonstrating, proving, evidencing, showing, refuting, disputing, rebutting, regarding, controverting, contradicting, made in connection with or by reason of, or derived or arising therefrom.

18. The word “and” shall be construed to include “or” and vice versa.

19. The word “any” shall be construed to include “all” and vice versa.

DOCUMENT REQUESTS

REQUEST NO. 1:

All Documents You Identified or were requested to Identify in response to the Interrogatories served herewith.

REQUEST NO. 2:

All Documents concerning any CRTs or CRT Products purchased by You or on Your behalf from Defendants during the Relevant Period, including Documents evidencing for each CRT or CRT Product:

- a. The date and place of purchase of the CRT or CRT Product, including the place(s) where the CRT or CRT Product was manufactured, shipped from, shipped to, stored, and/or invoiced;
- b. The Person or entity from whom You purchased each CRT or CRT Product;
- c. The identities of the Persons involved in the negotiations and ordering of each CRT or CRT Product, including where any such negotiations were conducted;
- d. The quantity of each purchase if a purchase included more than one CRT or CRT Product;
- e. The manufacturer of each CRT or CRT Product, including where each CRT or CRT Product was manufactured;

1 **REQUEST NO. 4:**

2 For each purchase or potential purchase by You of any CRT or CRT Product, all
3 Documents relating to negotiations or Communications of that purchase, including but not
4 limited to any offers, price quotes, price lists, rebates, discounts, price reductions, credits or other
5 terms and conditions of sale.

6 **REQUEST NO. 5:**

7 For each purchase or potential purchase by You of any CRT or CRT Product, all
8 contracts, purchase orders, agreements or memoranda of understanding or any other Document
9 that contains any term or condition of sale, including all exclusive contracts, master purchase
10 agreements, purchase orders, invoices, cost-plus contracts and most-favored-nation contracts,
11 and purchase order acknowledgements.

12 **REQUEST NO. 6:**

13 All Documents relating to negotiations or Communications regarding offers, price quotes,
14 price lists, rebates, discounts, price reductions, credits or other terms and conditions of Your
15 sales of CRTs or CRT Products.

16 **REQUEST NO. 7:**

17 All Documents relating to the negotiation or interpretation of any purchase order,
18 contract, agreement, or terms of sale between You and any Defendant relating to CRTs and CRT
19 Products, including Documents relating to which terms or agreements govern which transactions.

20 **REQUEST NO. 8:**

21 For each purchase or potential purchase by You of any CRT or CRT Product, all
22 Documents relating to any efforts to consider alternative items or products before the purchase
23 was made, including all Documents relating to (a) any alternative items or products considered,
24
25
26

1 Jason C. Murray (CA Bar No. 169806)
2 Robert B. McNary (CA Bar No. 253745)
3 CROWELL & MORING LLP
4 515 South Flower St., 40th Floor
5 Los Angeles, CA 90071
6 Telephone: 213-443-5582
7 Facsimile: 213-622-2690
8 Email: jmmurray@crowell.com
9 rmcnary@crowell.com

10 Jerome A. Murphy (*pro hac vice*)
11 Astor H.L. Heaven (*pro hac vice*)
12 CROWELL & MORING LLP
13 1001 Pennsylvania Avenue, N.W.
14 Washington, D.C. 20004
15 Telephone: 202-624-2500
16 Facsimile: 202-628-5116
17 Email: jmurphy@crowell.com
18 aheaven@crowell.com

19 *Counsel for Plaintiff ViewSonic Corporation*

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO DIVISION

IN RE CATHODE RAY TUBE (CRT)
ANTITRUST LITIGATION

This Document Relates To:

ViewSonic Corporation v. Chunghwa
Picture Tubes, Ltd., et al., Case No. 3:14-
cv-02510

Master File No. 3:07-cv-05944-SC

MDL No. 1917

Individual Case No. 3:14-cv-02510

**PLAINTIFF VIEWSONIC
CORPORATION'S RESPONSES AND
OBJECTIONS TO DEFENDANTS
MITSUBISHI ELECTRIC
CORPORATION, MITSUBISHI
ELECTRIC US, INC., AND MITSUBISHI
ELECTRIC VISUAL SOLUTIONS
AMERICA, INC.'S FIRST SET OF
REQUESTS FOR PRODUCTION**

PROPOUNDING PARTY: Defendants Mitsubishi Electric Corporation, Mitsubishi Electric
US, Inc., and Mitsubishi Electric Visual Solutions America, Inc.

RESPONDING PARTY: Plaintiff ViewSonic Corporation

SET NO.: ONE

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Plaintiff ViewSonic Corp. (“ViewSonic”) hereby objects to the First Requests for Production of Documents to ViewSonic (“Requests”) served by counsel for Defendants Mitsubishi Electric Corporation, Mitsubishi Electric US, Inc., and Mitsubishi Electric Visual Solutions America, Inc. (“Defendants”) in the above-captioned matter. For the reasons specified below, ViewSonic objects generally and specifically to all specifications in the Requests. ViewSonic reserves the right to supplement the objections and responses set forth below.

GENERAL OBJECTIONS

ViewSonic asserts the following General Objections to the Requests, which are incorporated by reference in each specific response as though set forth fully therein:

1. ViewSonic objects to the Requests, including the instructions and definitions, to the extent that they are overbroad, burdensome, and seek information that is outside the scope of any allowable discovery by the court. ViewSonic specifically objects to the instruction to serve verified answers at the offices of Jenner & Block LLP, Attn: Shaun M. Van Horn, 353 N. Clark Street, Chicago, Illinois 60654 at 10:00 a.m. within thirty (30) days after the date of service. ViewSonic does not agree to undertake any obligations beyond those required by the Federal Rules of Civil Procedure or the Local Rules of this Court.

2. ViewSonic objects to the Requests to the extent that they seek documents and information protected from disclosure by the attorney-client privilege, the work-product doctrine, and/or any other applicable privilege, immunity, or protective doctrine. Such information will not be produced; any production thereof is inadvertent and not a waiver of any applicable protection against disclosure.

3. ViewSonic objects to the Requests to the extent that they duplicate other requests, in whole or in part, made by other defendants in this matter, in violation of the integration order included in section XV, subsections D and E of the Court’s “Order Re Discovery and Case Management Protocol,” *In re Cathode Ray Tube Antitrust Litigation*, Case No. 07-cv-05944-SC MDL No. 1917 (N.D. Cal. April 3, 2012), Docket No. 1128.

1 4. ViewSonic objects to the Requests to the extent that they call for documents not in
2 the possession, custody, or control of ViewSonic. ViewSonic does not have possession, custody,
3 or control of documents possessed by individuals that are former employees, former agents,
4 subcontractors, independent contractors, third parties, the media, or other persons and entities
5 whose documents are not accessible to ViewSonic. ViewSonic further objects to the Requests to
6 the extent that they are duplicative of documents and information that are equally or more readily
7 available to Defendants through public sources, or are already in Defendants' possession,
8 custody, or control.

9 5. ViewSonic objects to the Requests to the extent that they seek information that is
10 neither relevant to the subject matter of this action nor reasonably calculated to lead to the
11 discovery of admissible evidence.

12 6. ViewSonic objects to the Requests to the extent that they seek documents that
13 contain trade secrets or otherwise contain confidential, proprietary, or competitively sensitive
14 information, the disclosure of which could cause serious injury to ViewSonic.

15 7. ViewSonic objects to the Requests to the extent that they would require
16 ViewSonic to disclose information that would cause ViewSonic to violate its existing contractual
17 obligations to other parties to maintain the confidentiality of such information.

18 8. ViewSonic objects to the Requests to the extent that the specifications are vague
19 and ambiguous. ViewSonic also objects to Defendants' definitions of words to the extent that
20 they are inconsistent with the plain meaning of those words or impose an expanded definition of
21 the words or phrases. By responding to a request containing such definitions, ViewSonic does
22 not adopt the definitions of the terms propounded by Defendants. Instead, ViewSonic expressly
23 reserves its right to narrow the scope of the purported definition.

24 9. ViewSonic objects to the Requests to the extent that they impose obligations that
25 exceed those imposed by applicable law, including the Federal Rules of Civil Procedure. By
26 providing these objections, ViewSonic does not in any way waive, or intend to waive, but rather
27 intends to preserve and is preserving all objections on any ground to the use of any documents
28

1 produced by ViewSonic in any subsequent proceedings, including any other lawsuits or
2 proceedings.

3 10. ViewSonic objects to the time period specified in the Requests for production of
4 documents as unduly burdensome and oppressive. ViewSonic will produce documents at a
5 mutually-convenient time agreed to by ViewSonic and Defendants.

6 11. ViewSonic objects to the Requests to the extent that they call for expert testimony
7 and states that ViewSonic will provide expert disclosures as provided by the Federal Rules of
8 Civil Procedure or order of the court.

9 12. ViewSonic objects to the Requests, including the instructions and definitions, on
10 the grounds that ViewSonic will incur substantial expense complying with the inspection and
11 copying command.

12 13. ViewSonic has not completed its discovery and preparation in this matter, and
13 ViewSonic's investigation of this case is ongoing. ViewSonic's responses are being made after
14 reasonable inquiry into the relevant facts, and the responses are based only upon the information
15 and documentation that is presently available to and known to ViewSonic. Further investigation
16 and discovery may result in the identification of additional information or contentions, and
17 ViewSonic reserves the right to modify its responses. ViewSonic's responses should not be
18 construed to prejudice ViewSonic's right to conduct further investigation in this case, or to limit
19 ViewSonic's use of any additional evidence that may be developed.

20 14. ViewSonic objects to the definitions of "You," "Your," "Yourself," "Identify,"
21 "Identity," and "Documents" to the extent that such definitions make the Requests overly broad,
22 unduly burdensome, or seek information that is not relevant to the subject matter of this litigation
23 and, therefore, render the Requests not reasonably calculated to lead to the discovery of
24 admissible evidence.

25 15. ViewSonic objects to the Requests to the extent they seek documents outside of
26 the Relevant Period of March 1, 1995 to November 25, 2007.

27 16. ViewSonic objects to Definition and Instruction No. 14 to the extent it purports to
28 require ViewSonic to respond to vague, ambiguous, or otherwise unintelligible Requests that

1 make it impossible for ViewSonic to determine the content of the Requests and may in turn result
2 in vague or ambiguous responses.

3 17. ViewSonic objects to Definition and Instruction No. 15 as overbroad, unduly
4 burdensome, and seeking information that is outside the scope of any allowable discovery by the
5 Federal Rules of Civil Procedure, the Local Rules of the District Court for the Northern District
6 of California, or any order of this Court.

7 **RESPONSES TO REQUESTS**

8 **REQUEST FOR PRODUCTION NO. 1:**

9 All Documents You Identified or were requested to Identify in response to the
10 Interrogatories served herewith.

11 **RESPONSE TO REQUEST FOR PRODUCTION NO. 1:**

12 ViewSonic refers to and incorporates its General Objections as though set forth fully
13 herein. ViewSonic also refers to and incorporates its objections and responses to Defendants'
14 Interrogatories. ViewSonic further objects to this Request on the grounds that it seeks documents
15 that are irrelevant to the claims or defenses of any party, and is not reasonably calculated to lead
16 to the discovery of admissible evidence. ViewSonic further objects to this Request on the
17 grounds and to the extent it seeks information protected by the attorney client privilege, the
18 attorney work-product doctrine, or any other available privilege or protection.

19 Subject to and without waiving any of the foregoing objections, ViewSonic refers
20 Defendants to its Responses to Defendants' First Set of Interrogatories.

21 **REQUEST FOR PRODUCTION NO. 2:**

22 All Documents concerning any CRTs or CRT Products purchased by You or on Your
23 behalf from Defendants during the Relevant Period, including Documents evidencing for each
24 CRT or CRT Product:

- 25 a. The date and place of purchase of the CRT or CRT Product, including the place(s)
26 where the CRT or CRT Product was manufactured, shipped from, shipped to,
27 stored, and/or invoiced;
- 28 b. The Person or entity from whom You purchased each CRT or CRT Product;

RESPONSE TO REQUEST FOR PRODUCTION NO. 6:

ViewSonic refers to and incorporates its General Objections as though set forth fully herein. ViewSonic further objects to this Request on the grounds that it seeks documents that are irrelevant to the claims or defenses of any party. ViewSonic further objects to this Request on the grounds that it is unduly burdensome and oppressive, particularly in that it seeks all documents related to ViewSonic's sales of CRTs or CRT Products. ViewSonic further objects to this Request on the grounds that it is overly broad, seeks documents from outside the Relevant Period and is not reasonably calculated to lead to the discovery of admissible evidence. ViewSonic further objects to this Request as vague and ambiguous. ViewSonic further objects to this Request on the grounds and to the extent that the Request seeks information protected by the attorney client privilege, the attorney work-product doctrine, or any other available privilege or protection.

REQUEST FOR PRODUCTION NO. 7:

All Documents relating to the negotiation or interpretation of any purchase order, contract, agreement, or terms of sale between You and any Defendant relating to CRTs and CRT Products, including Documents relating to which terms or agreements govern which transactions.

RESPONSE TO REQUEST FOR PRODUCTION NO. 7:

ViewSonic refers to and incorporates its General Objections as though set forth fully herein. ViewSonic further objects to this Request on the grounds that it is overly broad and seeks documents from outside the Relevant Period. ViewSonic further objects to this Request on the grounds that it is unduly burdensome and oppressive. ViewSonic further objects to this Request on the grounds and to the extent that the Request seeks information protected by the attorney client privilege, the attorney work-product doctrine, or any other available privilege or protection. ViewSonic further objects to this Request to the extent it is duplicative of other Requests served by Defendants. ViewSonic further objects to this Request as vague and ambiguous; specifically, the references to the "interpretation" of any purchase order, contract, agreement, and "terms of sale" are vague and ambiguous.

Subject to and without waiving the foregoing objections, ViewSonic states that it

1 conducted a reasonable search for documents. Such documents responsive to this Request were
 2 previously produced in the MDL, are already in defendants' possession, custody, or control, or
 3 are publically available.

4 **REQUEST FOR PRODUCTION NO. 8:**

5 For each purchase or potential purchase by You of any CRT or CRT Product, all
 6 Documents relating to any efforts to consider alternative items or products before the purchase
 7 was made, including all Documents relating to (a) any alternative items or products considered,
 8 (b) the price of such items or products, and (c) any factors related to the decision not to purchase
 9 the alternative item or product.

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 8:**

11 ViewSonic refers to and incorporates its General Objections as though set forth fully
 12 herein. ViewSonic further objects to this Request on the grounds that it is overly broad and seeks
 13 documents from outside the Relevant Period. ViewSonic further objects to this Request on the
 14 grounds that it seeks documents that are irrelevant to the claims or defenses of any party, and is
 15 not reasonably calculated to lead to the discovery of admissible evidence. ViewSonic further
 16 objects to this Request on the grounds that it is unduly burdensome and oppressive to provide all
 17 requested documents for each purchase or "potential" purchase. ViewSonic also objects to this
 18 Request as vague and ambiguous; specifically, the references to "potential purchase" and
 19 "alternative items or products."

20 Subject to and without waiving the foregoing objections, ViewSonic states that it
 21 conducted a reasonable search for documents. Such documents responsive to this Request were
 22 previously produced in the MDL, are already in defendants' possession, custody, or control, or
 23 are publically available.

24 **REQUEST FOR PRODUCTION NO. 9:**

25 All Documents relating to any decision to purchase CRT Products instead of or as an
 26 alternative to LCD or plasma products, including all Documents relating to (a) any LCD or
 27 plasma products considered, (b) the price of such items or products, and (c) any factors related to
 28 the decision not to purchase the LCD or plasma product.

EXHIBIT P

From: Tyler Cunningham
Sent: Friday, January 09, 2015 1:37 PM
To: piovieno@bsfllp.com; 'ksmith@bsfllp.com'
Subject: In re CRT Antitrust Litig., MDL No. 1917

Dear Counsel,

I write to you in your capacity as liaison counsel to request that DAPs produce any settlement agreements related to the claims asserted in their complaints.

As you know, this issue was litigated extensively in the LCD case, where Special Master Martin Quinn and Judge Illston repeatedly held that settlement agreements were discoverable:

- Special Master's Order Re Hannstar Display Corporation's Motion to Compel Best Buy to Respond to Further Document Request No. 45, *In re TFT-LCD (Flat Panel) Antitrust Litig.*, No. M 07-1827 SI (N.D. Cal. Feb. 15, 2012) (finding good cause for disclosure of settlement agreements because the "fairness and the desirability of promoting settlements will be enhanced if non-settling defendants are able to calculate the amount of offsets and, hence, their potential liability ...");
- Order Overruling Best Buy's Objection to Special Master's Order Granting Hannstar Display Corp.'s Motion to Compel, *In re TFT-LCD (Flat Panel) Antitrust Litig.*, No. M 07-1827 SI (N.D. Cal. April 4, 2012) (denying Best Buy's objection to Special Master's Order) ("The Court agrees with the Special Master that good cause exists for production of the settlement agreement. The settlement agreement will permit defendants to understand the full extent of their potential liability. Further, the Court sees no prejudice to Best Buy or Samsung that will result from the agreement's disclosure.");
- Special Master's Order re Motions of LG Display and Sharp to Compel Various Plaintiffs to Produce Settlement Agreements, *In re TFT-LCD (Flat Panel) Antitrust Litig.*, No. M 07-1827 SI (N.D. Cal. Sept. 28, 2012) (compelling production of various plaintiffs' settlement agreements);
- Special Master's Order re Defendants' Motion to Compel Costco to Produce Settlement Agreement *In re TFT-LCD (Flat Panel) Antitrust Litig.*, No. M 07-1827 SI (N.D. Cal. Feb. 13, 2013) (compelling production of settlement agreement).

As you also know, Judge Conti denied an earlier motion to compel production of settlement agreements in this case, finding that the issue was not yet ripe because plaintiffs had no such agreements. Order Denying Toshiba America Information Systems, Inc.'s Motion to Compel, *In re CRT Antitrust Litig.*, No. C-07-5944-SC (N.D. Cal. July 29, 2014). That order specifically notes that a motion to compel would be proper after plaintiffs enter into settlements. *Id.* at 3.

Accordingly, we ask that DAPs produce any such settlement agreements within one week. To the extent DAPs do not agree, we intend to raise the issue with the Special Master on an expedited basis.

Best,

Tyler

EXHIBIT Q

From: Tyler Cunningham
Sent: Tuesday, January 20, 2015 2:24 PM
To: 'Phil Iovieno'
Cc: Kyle Smith
Subject: RE: In re CRT Antitrust Litig., MDL No. 1917

Phil,

Thanks for your time on the phone just now.

Here are the outlines of the compromise idea I floated on our call (to be clear, we do not have buy-in from all Defendants for this proposal, but wanted to test it with your side to see if it has potential): DAPs would provide Defendants with a letter identifying each settlement that they entered into, including: (i) parties to the settlement; (ii) settlement amount; and (iii) whether the settlement has a cooperation provision. DAPs would also agree to promptly provide this information for future settlements. In return, Defendants would agree to not move to compel the settlement agreements themselves in the near term (but would reserve the right to seek them later for offset purposes).

Also, I asked if you would identify which DAPs have settlement agreements. You said you would confer with DAPs on both counts and respond.

Thanks,

Tyler

From: Phil Iovieno [<mailto:piovieno@BSFLLP.com>]
Sent: Friday, January 16, 2015 3:15 PM
To: Tyler Cunningham; Kyle Smith
Subject: RE: In re CRT Antitrust Litig., MDL No. 1917

Tyler,

I have spoken with all the other DAPs regarding your request below and just tried to reach you in response. I left you a detailed voice mail message, and can be reached in the office (518-694-4224) or on my cell (518-339-6082) if you would like to discuss this issue further.

I will not be in the office on Monday, but will generally be reachable by cell. On Tuesday, I will be back in the office.

Thanks,
Phil

From: Tyler Cunningham [<mailto:tcunningham@sheppardmullin.com>]
Sent: Friday, January 09, 2015 4:37 PM
To: Phil Iovieno; Kyle Smith
Subject: In re CRT Antitrust Litig., MDL No. 1917

Dear Counsel,

I write to you in your capacity as liaison counsel to request that DAPs produce any settlement agreements related to the claims asserted in their complaints.

As you know, this issue was litigated extensively in the LCD case, where Special Master Martin Quinn and Judge Illston repeatedly held that settlement agreements were discoverable:

- Special Master's Order Re Hannstar Display Corporation's Motion to Compel Best Buy to Respond to Further Document Request No. 45, *In re TFT-LCD (Flat Panel) Antitrust Litig.*, No. M 07-1827 SI (N.D. Cal. Feb. 15, 2012) (finding good cause for disclosure of settlement agreements because the "fairness and the desirability of promoting settlements will be enhanced if non-settling defendants are able to calculate the amount of offsets and, hence, their potential liability ...");
- Order Overruling Best Buy's Objection to Special Master's Order Granting Hannstar Display Corp.'s Motion to Compel, *In re TFT-LCD (Flat Panel) Antitrust Litig.*, No. M 07-1827 SI (N.D. Cal. April 4, 2012) (denying Best Buy's objection to Special Master's Order) ("The Court agrees with the Special Master that good cause exists for production of the settlement agreement. The settlement agreement will permit defendants to understand the full extent of their potential liability. Further, the Court sees no prejudice to Best Buy or Samsung that will result from the agreement's disclosure.");
- Special Master's Order re Motions of LG Display and Sharp to Compel Various Plaintiffs to Produce Settlement Agreements, *In re TFT-LCD (Flat Panel) Antitrust Litig.*, No. M 07-1827 SI (N.D. Cal. Sept. 28, 2012) (compelling production of various plaintiffs' settlement agreements);
- Special Master's Order re Defendants' Motion to Compel Costco to Produce Settlement Agreement *In re TFT-LCD (Flat Panel) Antitrust Litig.*, No. M 07-1827 SI (N.D. Cal. Feb. 13, 2013) (compelling production of settlement agreement).

As you also know, Judge Conti denied an earlier motion to compel production of settlement agreements in this case, finding that the issue was not yet ripe because plaintiffs had no such agreements. Order Denying Toshiba America Information Systems, Inc.'s Motion to Compel, *In re CRT Antitrust Litig.*, No. C-07-5944-SC (N.D. Cal. July 29, 2014). That order specifically notes that a motion to compel would be proper after plaintiffs enter into settlements. *Id.* at 3.

Accordingly, we ask that DAPs produce any such settlement agreements within one week. To the extent DAPs do not agree, we intend to raise the issue with the Special Master on an expedited basis.

Best,

Tyler

Attention: This message is sent by a law firm and may contain information that is privileged or confidential. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments.

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EXHIBIT R

1 Martin Quinn
2 JAMS
3 Two Embarcadero Center, Suite 1500
4 San Francisco, CA 94111
5 Telephone: (415) 982-5267
6 Fax: (415) 982-5287

7
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SPECIAL MASTER

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE: TFT-LCD (FLAT PANEL)
ANTITRUST LITIGATION

CASE NO. M:07-cv-01827-si

MDL No. 1819

SPECIAL MASTER'S ORDER RE
HANNSTAR DISPLAY
CORPORATION'S MOTION TO
COMPEL BEST BUY TO RESPOND
FURTHER TO DOCUMENT
REQUEST NO. 45 (Hrg. 2/7/12)

This Order Relates to:

ALL CASES

On February 7, 2012, I heard HannStar's motion to compel Best Buy to further respond to Request No. 45 of Defendants' Second Set of Requests for Production of Documents, by producing its settlement agreements with Samsung and any other non-defendant co-

1 conspirators.¹ On February 10, Best Buy served its post-hearing brief discussing cases cited in
2 HannStar's reply brief. Having considered all arguments and evidence submitted, I now make
3 the following Order.

4 **Factual Background**

5 Best Buy filed its opt-out complaint in October 2010. A year later Defendants served
6 their Second Request for Production of Documents that included a request (No. 45) for copies of
7 all documents relating to settlements Best Buy had made with alleged co-conspirators who were
8 not defendants in the Best Buy case. Best Buy objected that Fed. R. of Evid. 408 protects the
9 confidentiality of settlement documents. Best Buy disclosed that it has settled only with
10 Samsung, which joins Best Buy in objecting to disclosure of the settlement agreement and any
11 related documents.

12 HannStar argues that the settlement agreements are relevant to enable it to determine the
13 amount of offset to which it may be entitled against any judgment. It argues that the ability to
14 "understand the scope of its potential liability in this case" is critical to enable HannStar (a) to
15 make arguments regarding offset, (b) to evaluate its risks for purposes of settlement, and (c) to
16 ascertain whether the agreements contain "cooperation" obligations that might show bias on the
17 part of witnesses. [HannStar brief, dtd. 1/27/12, p. 5].

18 Best Buy counters that, while the settlement agreements will be liable after judgment to
19 perform the "ministerial" act of calculating the offset, they are not relevant at this time. They
20 further note that it has a duty pursuant to the agreement to keep it confidential and that Samsung
21 joins in objecting to disclosure. They pointed out at the hearing that the agreements involve not
22 only an exchange of cash, but "future obligations" by both parties that are competitively
23 sensitive.

24 **Analysis**

25 Discoverability of the settlement agreements turns first on whether they are relevant for
26 discovery purposes.² Fed. R. Civ. Proc. 26(b)(1) provides for discovery of information that is

27 ¹The motion originally sought to compel Best Buy also to respond to Request No. 46 and Interrogatory No. 23
28 relating to net purchase and sale prices and profit margins. At the hearing counsel asked that I defer ruling on these
requests to permit further meet-and-confer.

² Both sides agree that the agreements are unlikely to be admissible (Fed. R. Evid 408).

1 “relevant to any party’s claim or defense,” of information that is relevant to the subject matter of
2 the action but only for good cause, and of information that is not admissible if it “appears
3 reasonably calculated to lead to the discovery of admissible evidence.” There is no showing here
4 that Best Buy’s settlement agreements and negotiations would be relevant to its claims or
5 HannStar’s defenses. This distinguishes this situation from some cases that have allowed
6 discovery of settlement agreements in part because they shed light on some claim or defense.³
7 However, the Best Buy agreements plainly do relate to the subject matter of the case, which
8 requires an assessment of whether “good cause” exists for their production.

9 After relevance, the second consideration is whether any other rule or policy demands
10 protection of the information. In this respect, Best Buy’s reliance on the confidentiality
11 provisions in the settlement agreement is not controlling. While the parties’ desire for
12 confidentiality is entitled to due respect, and may enhance the prospect for future settlements, it
13 is clear that a court may order discovery notwithstanding such confidentiality provisions. *In re*
14 *Enron Corp. Securities, Derivative and ERISA Litigation*, 623 F.Supp.2d 798, 838 (S.D. Tex.
15 2009). Nor does Rule 408 prevent discovery, since its reach extends only to admissibility of
16 evidence, not to disclosure. *Johnson Matthey, ibid.* at fn. 3.

17 Case law cited by the parties is divided on whether settlement agreements should be
18 produced to non-settling parties prior to judgment. Cases approving disclosure generally
19 conclude that disclosure of settlement agreements will enhance the prospect of further
20 settlements and will not unduly prejudice the settling parties. The leading case favoring
21 disclosure seems to be *Bennett v. La Pere, ibid.* at fn. 3. In that medical malpractice case, as is
22 true here, the amount of the plaintiffs’ settlement with defendant physicians would reduce the
23 amount recoverable from the non-settling hospital. The court concluded that in fairness the
24 hospital needed to know the amount of its potential liability in order to evaluate possible
25 settlement, and that plaintiffs’ argument that they would be disadvantaged in future negotiations

26
27 ³*Bennet v. La Pere*, 112 F.R.D. 136 (D.R.I. 1986) [scope of release in settlement agreement potentially relevant to
28 liability of non-settling joint tortfeasor]; *Johnson Matthey, Inc. v. Research Corp.* 2003 WL 24136087, at *2-3
(S.D.N.Y. June 16, 2003) [potentially relevant in patent case to determination of a reasonable royalty]; *Del Monte*
Fresh Produce B.V. v. Ace Amer. Ins. Co., 2002 WL 34702176, at *3 (S.D. Fla. September 4, 2002) [relevant to
determine whether primary policy limits were exhausted].

1 with the hospital was mere gamesmanship. The *Bennett* court rejected the analysis in *Bottaro v.*
2 *Hatton Assoc.*, 96 F.R.D. 158 (E.D.N.Y. 1982), which had concluded that, given the Rule 408
3 bar on the admissibility of settlement agreements, a showing was needed that discovery would
4 lead to the disclosure of admissible evidence. 96 F.R.D. at 160. *Bennett* ruled, correctly I think,
5 that Rule 26(b)(1) permits discovery of evidence relevant to the subject matter of the action for
6 “good cause,” apart from whether it will lead to discovery of admissible evidence. 112 F.R.D. at
7 139-140.

8 A difficulty with producing the Best Buy-Samsung agreement, which was not present in
9 any of the other cited cases, is that Best Buy represents that the terms include obligations in
10 future business transactions, which are highly confidential. However, one could deal with that
11 by limiting disclosure to attorneys only pursuant to the Protective Order in these MDL cases.

12 On balance, I conclude that good cause exists for producing the Best Buy settlement
13 agreements. The analysis and factors relied on by the *Bennett* court – that fairness and the
14 desirability of promoting settlements will be enhanced if non-settling defendants are able to
15 calculate the amount of offsets and, hence, their potential liability – outweigh any hypothetical
16 disadvantage to Best Buy in future negotiations. The confidentiality of any business terms in the
17 settlement can be protected by making the disclosure Attorneys’ Eyes Only. And finally, when
18 in doubt and absent a convincing show of prejudice, the scales of discovery must tip in favor of
19 transparency and full disclosure. For these reasons I conclude that HannStar’s motion should be
20 granted.

21 Order

22 Good cause appearing, it is ORDERED that HannStar’s motion to compel as to Request
23 for Production No. 45 is GRANTED to this extent. Best Buy shall produce within five business
24 days its settlement agreements with any alleged co-conspirators who are non-parties to the Best
25 Buy case. The agreements shall be produced pursuant to the Highly Confidential requirements
26 of the Stipulated Protected Order in this case, except that they shall be disclosed only to outside
27 counsel of record in this action and to the Court and its personnel. Best Buy need not produce
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1 documents relating to its negotiations and settlement other than the executed settlement
2 agreements themselves.

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4 Dated: February 15, 2012

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6 Martin Quinn, Special Master
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EXHIBIT S

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

IN RE: TFT-LCD (FLAT PANEL) ANTITRUST
LITIGATION

No. M 07-1827 SI
MDL No. 1827

This Order Relates To:

No. C 10-4572 SI

BEST BUY CO., INC., *et al.*,

Plaintiffs,

v.

AU OPTRONICS CORPORATION, *et al.*,

Defendants.

**ORDER OVERRULING BEST BUY'S
OBJECTION TO SPECIAL MASTER'S
ORDER GRANTING HANNSTAR
DISPLAY CORP.'S MOTION TO
COMPEL**

Plaintiff Best Buy¹ has filed an objection to an order of the Special Master compelling it to produce its settlement agreement with Samsung. *See* Special Master's Order Re HannStar Display Corporation's Motion to Compel Best Buy to Respond Further to Document Request No. 45, Master Docket No. 4825 (February 15, 2012). Pursuant to Civil Local Rule 7-1(b), the Court finds this matter suitable for decision without oral argument and therefore VACATES the hearing currently scheduled for April 6, 2012. Having considered the arguments presented in the moving papers, the Court hereby DENIES Best Buy's objection.

The Special Master's Order concerned Defendant's Request for Production No. 45, which sought "[a]ll documents reflecting any settlement or resolution of any claims threatened or asserted against any party . . . including but not limited to any entities identified as 'Co-Conspirators' in . . . the Complaint."

¹Samsung joins in Best Buy's motion. In addition, Dell has filed a statement in support of Best Buy's objection in its direct action case. *See* Docket No. 185 in 10-1064; Master Docket No. 5066.

1 See Silberfeld Decl., Exh. B, at 2. Although Best Buy had reached a settlement with Samsung, it refused
2 to produce the settlement agreement. *Id.* HannStar therefore moved to compel.

3 The Special Master granted HannStar's motion. See Silberfeld Decl., Exh. A. Although he did
4 not find the settlement agreements "relevant to any party's claim or defense," he found that the
5 agreement was relevant to the subject matter of the action and that good cause existed for its production.
6 *Id.* at 3; see also Fed. R. Civ. P. 26(b)(1). Specifically, the Special Master found that "fairness and the
7 desirability of promoting settlements," as well as the interests of "transparency and full disclosure,"
8 warranted production of the agreement.

9 The discoverability of the settlement agreement is a legal question, which this Court reviews *de*
10 *novo*. See Order Appointing Martin Quinn as Special Master, Master Docket No. 1679, at ¶18 (April
11 12, 2010); Fed. R. Civ. P. 53(f)(3)-(5).

12 The Court agrees with the Special Master that good cause exists for production of the settlement
13 agreement. The settlement agreement will permit defendants to understand the full extent of their
14 potential liability. Further, the Court sees no prejudice to Best Buy or Samsung that will result from the
15 agreement's disclosure. See *Bennett v. La Pere*, 112 F.R.D. 136, 140 (D.R.I. 1986) ("The court . . . is
16 left with the distinct impression that the only 'prejudice' which disclosure will work vis-a-vis the
17 plaintiffs is to rob them of the (unfair) tactical advantage which would attach to keeping the [Defendant]
18 uninformed."). Nor does the Court agree with Best Buy's representations that disclosure will inhibit
19 settlement across this MDL.

20 Accordingly, the Court DENIES Best Buy's objection to the Special Master's Order. Docket
21 No. 4964 in 07-1827; Docket No. 121 in 10-4752.

22
23 **IT IS SO ORDERED.**

24
25 Dated: April 4, 2012

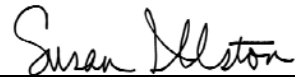
26 
27 SUSAN ILLSTON
28 United States District Judge

EXHIBIT T

1 Martin Quinn
2 JAMS
3 Two Embarcadero Center, Suite 1500
4 San Francisco, CA 94111
5 Telephone: (415) 982-5267
6 Fax: (415) 982-5287

7 SPECIAL MASTER

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 SAN FRANCISCO DIVISION
11

12
13 IN RE: TFT-LCD (FLAT PANEL)
14 ANTITRUST LITIGATION

CASE NO. M:07-cv-01827-si

**SPECIAL MASTER'S ORDER RE
MOTIONS OF LG DISPLAY AND
SHARP TO COMPEL VARIOUS
PLAINTIFFS TO PRODUCE
SETTLEMENT AGREEMENTS (Hrg.
9/12/12)**

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18 This Order Relates to:

19 ALL CASES
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23 On September 12, 2012, I heard the motion of Defendant LG Display to compel Plaintiffs
24 Jaco Electronics, Rockwell Automation, Target Corporation, et. al., and ViewSonic Corporation
25 to produce copies of Plaintiffs' settlement agreements with other defendants. The Sharp
26 defendants joined in LG Display's motion and sought production by the Sony plaintiffs of their
27 settlement agreements with other parties. I issued a tentative ruling by e-mail on August 28, and
28 subsequently received further submissions from various parties and held a hearing on September
12. Having considered all arguments and evidence submitted, I now make the following Order.

Factual Background

1 On February 15, 2012, I granted Defendant HannStar's motion to compel Plaintiff Best
2 Buy to produce copies of its settlement agreements with other alleged co-conspirators (Dkt.
3 4825). On April 4, 2012, the Court affirmed my Order (Dkt. 5403). The rationale for my Order
4 was that ultimately defendants need to know the compensation, monetary and otherwise, that
5 each plaintiff has obtained as a result of settlements with other alleged co-conspirators, and that
6 exchanging that information now rather than after judgment will enhance the possibility of fair
7 settlements.

8 LG Display relies on my Order as its basis to compel Jaco, Target and ViewSonic to
9 produce the settlement agreements demanded in LG Display's informal letter request of April 23,
10 2012, and to compel Rockwell to produce the settlement agreements demanded in LG Display's
11 informal letter request of June 1, 2012. Jaco, Target and View Sonic responded on July 11,
12 2012, objecting to production. Rockwell responded on July 12, also objecting to production.
13 Sharp adopts LG Display's arguments, and I take it that Sony objects on the same grounds as
14 Jaco, Target, ViewSonic and Rockwell.

15 The objecting parties make procedural and substantive contentions. Procedurally they
16 argue that LG Display (unlike Sharp) never served a valid Rule 34-compliant document request,
17 since its requests for settlement agreements were made in informal letters between counsel.
18 They also note that Track One discovery had closed before LG Display made its requests.
19 Substantively they reargue points that I already decided in the HannStar motion, and argue that,
20 if plaintiffs must produce their settlement agreements, they are entitled to reciprocal production
21 by defendants of all their settlement agreements.

22 Although LG Display's motion is directed only at Jaco, Target, ViewSonic and
23 Rockwell, various other Track One plaintiffs (Sears, Kmart, Old Comp, Good Guys, Newegg
24 and Radio Shack) filed a brief opposing LG Display's motion.

Analysis

25 By this Order I intend to resolve the precise issue raised between LG Display and Sharp
26 on the one hand and the parties from whom they actually demanded production, and to give
27 guidance as to the rules for production of settlement agreements generally in these cases.

28 First, I adopt the portion of my tentative ruling that denied LG Display's motion as to
Target, because discovery was closed in the Track One cases before the LG Display served its

1 purported document request. No request was made to enlarge the time for this discovery, so LG
2 Display's request as to Target is time-barred. Although I am not aware that LG Display made a
3 request to the other Track One plaintiffs who have opposed this motion (Sears, Kmart, Old
4 Comp, Good Guys, Newegg and Radio Shack), the same reasoning would apply to them. Any
5 request to those Track One parties for production of settlement agreements made after the close
6 of fact discovery would be barred, absent some unique circumstance.

7 Second, I affirm that portion of my tentative ruling that treated LG Display's informal
8 letter request as a proper Rule 34 document request, and LG Display's objection in letter form as
9 a proper objection to a Rule 34 request. However, for future reference it is improper to make a
10 Rule 34 request or objection by an informal letter to counsel. Doing so creates confusion and
11 invites error by responding law firms who may overlook calendaring a mere letter as a formal
12 document request. I allow LG Display's improper request to stand only because discovery
13 remains open until December 2012 in the Track Two cases and LG Display could easily
14 propound a properly formatted request for these settlement agreements – and we would find our-
15 selves back at the same place two months from now.

16 Third, I will adopt the portion of my tentative ruling that granted LG display's motion as
17 to Track Two plaintiffs Jaco, Rockwell and ViewSonic. LG Display is in the same position as
18 HannStar, and those plaintiffs are in the same position as Best Buy, in reference to my February
19 2012 Order. The reasoning of that Order applies with equal force here: LG Display as a
20 defendant is entitled to know the terms of settlements that plaintiffs suing LG Display have
21 entered into, in order to encourage accurate, productive settlement negotiations as explained at
22 greater length in my Order and Judge Illston's Order. Therefore, the motion is granted as to
23 Jaco, Rockwell and ViewSonic. This reasoning dictates that Sharp's motion as to Sony should
24 also be granted.

25 Fourth, contrary to my tentative ruling I will not order that LG Display or any other
26 defendant is required to produce settlement agreements to plaintiffs. The case law and rationale
27 for allowing a defendant to know the terms of a plaintiff's other settlements do not apply at all to
28 a request by a plaintiff to know the terms on which a defendant settled with other plaintiffs. The
only rationale urged by LG Display for such a reciprocal exchange is that it would enable it to
test plaintiffs' assertions of financial inability to pay a large settlement amount. That is not a

1 sufficient basis to conclude that defendants' settlements with other plaintiffs are relevant and
2 probative and useful to a plaintiff.

3 **Order**

4 For the reasons stated, and good cause appearing, IT IS ORDERED that LG Display's
5 motion is GRANTED as to Jaco, Rockwell and ViewSonic, and DENIED as to Target. It is
6 further ORDERED that Sharp's motion as to Sony is GRANTED. Further requests to produce or
7 otherwise discover the terms of settlement agreements shall be handled in accordance with the
8 provisions of this Order.

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10 Dated: September 28, 2012

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12 Martin Quint, Special Master
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Richard Breese

From: ECF-CAND@cand.uscourts.gov
Sent: Friday, September 28, 2012 3:32 PM
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U.S. District Court

California Northern District

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Case Number: 3:07-md-01827-SI

Filer: Martin Quinn

Document Number: 6862

Docket Text:

Special Masters Order *SPECIAL MASTER'S ORDER RE MOTIONS OF LG DISPLAY AND SHARP TO COMPEL VARIOUS PLAINTIFFS TO PRODUCE SETTLEMENT AGREEMENTS.*
(Quinn, Martin) (Filed on 9/28/2012)

3:07-md-01827-SI Notice has been electronically mailed to:

Aaron H. Darsky aarondarsky@msn.com

Aaron M. Sheanin asheanin@pswplaw.com

Adam Miller adam.miller@doj.ca.gov, Nicole.Gordon@doj.ca.gov

Adam C Briggs abriggs@gklaw.com

Alexander David Levi alevi@fklaw.com

Alexandra Jill Shepard alexandra.shepard@usdoj.gov, edward.bernard@usdoj.gov, jennie.ngo-tanaka@usdoj.gov

EXHIBIT U

Martin Quinn
JAMS
Two Embarcadero Center, Suite 1500
San Francisco, CA 94111
Telephone: (415) 982-5267
Fax: (415) 982-5287

SPECIAL MASTER

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE: TFT-LCD (FLAT PANEL)
ANTITRUST LITIGATION,

MDL No. 1819

Master File No. 3:07-md--01827-SI

Case No. 3:11-cv-00058 SI

**SPECIAL MASTER'S ORDER RE
DEFENDANTS' MOTION TO
COMPEL COSTCO TO PRODUCE
SETTLEMENT AGREEMENT (hrg.
1/23/13)**

COSTCO WHOLESALE CORP.

Plaintiff,

v.

AU OPTRONICS CORP., ET AL.

Defendants.

On January 23, 2013, I heard by telephone conference call Defendants'¹ motion [Dated 1/15/13; not filed to date on ECF] to compel Costco Wholesale Corporation ("Costco") to

¹ AUO, Chi Mei, Chunghwa, Epson, HannStar and LG Display

1 produce a copy of its settlement agreement with the Samsung entities. Counsel for all parties
2 were present. Having considered all arguments and evidence submitted, I now make the
3 following Order,

4 Background Facts

5 On October 26, 2011, Defendants served their Second Set of Document Requests on
6 Costco. Request No. 43 asked for production of:

7
8 “All documents reflecting any settlement or resolution of any claims
9 threatened or asserted against any party other than Defendants based on
10 or related to the facts alleged in the Complaint, including but not limited
11 to any entities identified as “Co-Conspirators” in Paragraph 46 of the
12 Complaint.

13 On December 1, 2011 Costco responded that “no such documents exist,” presumably
14 because at that time Costco had not settled with anyone. On October 5, 2012, Costco stipulated
15 to dismiss the Samsung entities. [Dkt. No. 6940] Defendants then wrote Costco, asking it to
16 supplement its response to Request No. 43 in light of its settlement with Samsung. Costco
17 refused because literally read the Request demand settlement agreements with “any party other
18 than Defendants,” and Samsung was, of course, a defendant. [See Exhibits D & F to this
19 motion]

20 Defendants make two arguments in support of their motion. First, they note that Costco
21 released Samsung entities other than those named in the Complaint. Therefore, the settlement
22 agreement was with a party “other than Defendants.” Costco responded that it never had any
23 claims “threatened or asserted” against such other Samsung entities – they were released simply
24 to provide Samsung with a comprehensive worldwide release. Second, defendants argue that
25 once the settlement occurred, the Samsung entities were no longer “Defendants,” and thus the
26 Request called for production. Costco responds that these parties were named in the Complaint,
27 and once a defendant always a defendant.

28 //

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Analysis

The parties' briefs ignore the perfectly obvious explanation for the present situation. Request No. 43 was clumsily drafted (evidently by prior counsel for HannStar). Defendants plainly intended to request Costco's settlement agreements with any other parties in this case. The Samsung entities with which Costco settled were such parties. The whole point of demanding production of settlement agreements, and the Court's rationale for allowing it, was to disclose the amounts of each plaintiff's settlement with other parties to the case so that offsets to the plaintiff's claimed damages could be calculated. But by using the words "other than Defendants" HannStar and its co-defendants excluded the very settlement agreements they wanted.

With three prior court orders staring it in the face, Costco must have known what Defendants intended to request and knew it would have to produce its settlement agreement. Instead of creating a "gotcha" moment by seizing on the obviously erroneous wording of the Request, a more sensible response would have been to confer with HannStar and permit it to re-serve a properly worded Request. Costco now argues that the close of discovery as of December 11, 2011 [Dkt. No. 3051] bars Defendants from serving a new Request.

I am unwilling to allow Costco to escape producing its settlement agreement with Samsung – as other plaintiffs have been required to do – simply because lawyers made a scrivener's error in writing a document request. Nor does the close of discovery over a year ago leave the Court powerless to allow Defendants to cure their mistake. There is no prejudice to Costco in requiring production of its settlement agreement now, since it presumably acknowledges that it would be producible after a judgment. Therefore, I will permit Defendants to serve a new request to which Costco shall respond promptly.²

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²This resolution is not inconsistent with my Order dated Sept. 29, 2012, Dkt No. 68632. There LG Display had failed to serve any request on various plaintiffs before close of discovery, and I declined to permit it to do so late. Here, HannStar did serve a request, but it was unintentionally defective. There is a persuasive equitable reason to permit HannStar to serve a new request, albeit after the close of discovery, whereas there was no justification for permitting LG Display to do so.

Order

Good cause appearing, it is ORDERED that Defendants' motion is granted to the extent that HannStar may serve a properly worded document Request to obtain Costco's settlement agreement with the Samsung entities within 10 days of this Order. Costco shall respond and produce responsive documents within 10 business days after service of the new Request.

Dated: February 13, 2013



Martin Quinn, Special Master